

25TH MAY 2022

# Cottons

CHARTERED SURVEYORS

## AUCTION

WEDNESDAY 25TH MAY 2022

Commencing at 1:00 PM

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## LOCATION

Our Live Auction will be held at  
Avery Fields, 79 Sandon Rd, Edgbaston,  
Birmingham B17 8DT and broadcast live  
on-line with bidding In Room and by  
Telephone, Proxy and Internet

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0121 247 2233 [auctions@cottons.co.uk](mailto:auctions@cottons.co.uk)

**[www.cottons.co.uk](http://www.cottons.co.uk)**

## Important notice to be read by all bidders

### Condition of Sale

Each Property/Lot will, unless previously withdrawn, be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors. These conditions are available for inspection prior to the auction sale at the Vendors Solicitors and Auctioneers offices and online at [www.cottons.co.uk](http://www.cottons.co.uk) and will also be available for inspection in the sale room on the day of the auction, but they will NOT then be read.

The purchaser shall be deemed to bid upon these terms whether they have inspected the conditions or not

### Auctioneers Advice

If your bid is successful, you will have entered into a binding contract to purchase that particular Lot. It is therefore important that you consider the following:

1. It is important for you to view the property and satisfy yourself as to the condition, obtaining any Surveyors reports you may feel appropriate. Viewing arrangements for each Lot are shown in the catalogue. Inspection of investment properties, is by courtesy of the tenant(s) and full consideration should be given to their occupancy.

2. It is assumed that interested parties have carefully inspected the relevant properties and made appropriate pre-contract searches and enquiries. You are advised to instruct your legal adviser to make these enquiries on your behalf. It is strongly recommended that prospective purchasers check the Auction particulars to satisfy themselves of the accuracy of all measurements, descriptions, statements etc and to confirm for their own purpose, any fixtures, fittings or contents present in the property, which are to be included or excluded from the sale. All measurements and areas referred to in these particulars are approximate only. Neither the Auctioneers nor the Vendor(s) are responsible for errors in description of any Lot or for any fault or defect, giving no warranty whatsoever, the buyers being held to have satisfied themselves as to the condition and description of the Lots before bidding. All information relating to investment properties has been provided by the vendors or agents acting on their behalf and whilst deemed to be accurate the auctioneers can provide no guarantees to this effect. All interested parties must satisfy themselves that the tenancy information contained within the auction catalogue is correct and bid on this basis.

3. The Auctioneers and/or Vendor(s) reserves the right to sell or withdraw any lot prior to the auction sale and cannot be held responsible for any abortive costs, losses or damages of a prospective purchaser. We would strongly recommend that you telephone on the day prior to the auction sale to confirm that the property you are interested in, is still for sale.

4. Some lots may be subject to last minute changes or corrections given on the day of the auction by way of addendum.

5. The Auctioneers provide no guarantee nor have they tested any of the services, sanitary fittings, drains and any other pipework, appliances, heating systems and electrical fittings. Prospective purchasers are advised to undertake their own investigations.

6. It is important that any finance arrangements are made well in advance of the auction date, as you will normally be expected to complete the sale within 28 days thereafter.

## IMPORTANT NOTICE

All Bidders must arrive at the Auction with the required Identification Documents and an appropriate means of Deposit Payment. Full details are outlined below. If you fail to comply with these requirements, we will be unable to register you for Bidding.

### Proceeds of Crime Act 2002/ Money Laundering Regulations 2003

Money Laundering Regulations were introduced by the Government from 1st March 2004 governing the way in which auction deposits are taken.

To comply with this Act, we require all purchasers to pay their deposit by any of the following methods:

- **Bank/Building Society Draft**
- **Personal/Company Cheque (All cheques must be accompanied by a Bank/Building Society statement showing proof of funds)**
- **Card Payments**
  - Please note that we accept Visa and Mastercard
  - Personal Debit Cards
  - Personal Credit Cards are NOT accepted
  - Business or Corporate Cards are accepted, which are subject to a surcharge of 1.8%
  - All Cards must be Chip & Pin enabled

All purchasers are requested to ensure that cleared funds are available on the day of the auction which may entail a transfer of funds to their bank account three days before the auction.

### ID

All purchasers will be required to provide proof of both their Identity and Current Address. We require that all parties intending to bid for any properties, must bring with them the following items:

- **Full UK Passport or Photo Driving Licence (for identification)**
- **Either a Recent Utility Bill, Council Tax Bill or Bank Statement (as proof of your residential address)**

### Third Party Bidding

If bidding on behalf of a third party, the bidder must provide the name and address of that third party on whose behalf they are bidding, together with required identification documents for both the successful bidder and for the third party, together with the third party's written authority under which the bid has been made.

7. We the Auctioneers may refuse to accept a bid. We do not have to explain why. If there is a dispute over bidding we are entitled to resolve it and our decision is final. Unless stated otherwise, each lot is subject to a reserve price. If no bid equals or exceeds that reserve price the lot will be withdrawn from the auction. The seller may bid (or ask us or another agent to bid on the seller's behalf) up to the reserve price but not make a bid equal to or exceeding the reserve price. You accept that it is possible that all bids up to the reserve price are bids made by or on behalf of the seller.

8. At the fall of the hammer the property is legally sold and the purchaser is liable for insuring the property they have purchased under the terms of the auction contract. The Auctioneers can arrange through their special "Auction Block Policy" insurance cover for 28 days from the auction date. This insurance is subject to receipt of instructions from the purchaser within 30 minutes of the sale, and subject to normal underwriting criteria.

9. At the fall of the hammer, the successful bidder must immediately present to the Auctioneers staff their name, address and solicitors details, and if bidding on behalf of a third party, the name and address of the person or company, on whose behalf they have been bidding. Proof of identity is required, so ensure that you bring with you a Driving Licence, Passport or other acceptable form of identification.

10. The successful bidder will be required to sign a contract and to deposit 10% of the purchase price or successful bid before leaving the auction room. If the purchaser fails to comply with this condition, the money deposited, in part payment or the full purchase price, if this has been paid by the purchaser, shall be forfeited and any or all of the Lots may, at the discretion of the Auctioneers, be re-sold by public or private sale and any deficiency, together with all costs, attending such a re-sale, shall be made good by the defaulter at this sale.

**11. If any question should arise, not provided for in any of the conditions, the Auctioneers shall decide the same and their decision shall be final.**

12. The Auctioneers reserve the right to photograph successful bidders for security purposes.

13. The successful bidder will be required to pay an Administration Fee of £1,250 (inclusive of VAT), in addition to the 10% deposit (subject to a minimum deposit of £2000), being payable on each lot purchased whether purchasing prior, during or after auction, except for Lots with a purchase price of £10,000 or less, then the fee will be £250 (inclusive of VAT).

14. Value Added Tax: It is the responsibility of all bidders to inspect the legal packs and make their own enquiries relating to whether or not VAT will be charged in addition to the purchase price for a particular Lot.

15. If you have never been to an auction or require more information about a particular Lot, you are welcome to contact our office with any enquiries which you may have. All bidders are reminded that it is their responsibility to inspect the legal packs to satisfy themselves that they are fully aware of all terms and conditions including any Auctioneers or Solicitors fees/costs and Disbursements for which they are responsible, completion dates and other relevant matters that they will be obliged to comply with once they have successfully purchased the property. The auctioneers assume that by bidding for a property you have made all appropriate enquiries.

16. Under the provisions of the general data protection regulations (GDPR), please review our privacy policy located on our website [www.cottons.co.uk/contact/](http://www.cottons.co.uk/contact/) if you require any clarification upon how we hold data.

If bidding for a company evidence of the company's incorporation, directorships and required identification documents for the authorised officer together with written authority to bid should be provided.

The successful bidder will be required to sign a contract and to deposit 10% of the purchase price or successful bid and pay the auctioneer's administration fee before leaving the auction room.

If you have questions regarding deposit payment or relating to the documentation required, then please do not hesitate to contact the auction department prior to the sale day.

### Misrepresentation Act

The Auctioneers for themselves and for the Vendors or Lessors of the property, whose agents they are, give notice that:

1. The particulars are set out as a general outline only for the guidance of intending purchasers or lessees, and do not constitute nor constitute part of any offer or contract.
2. All descriptions, dimensions, references to conditions and necessary permissions for use and occupation and any other details are given in good faith and are believed to be correct. Any intending purchasers or tenants should not rely on them as statements or representations of fact, but must satisfy themselves by inspection or otherwise as to the correctness of each of them.
3. No person in the employment of the Auctioneers has authority to make any or give any representation or warranty whatever in relation to these properties.

### Definition

#### Definition of Guide Prices

The guide price is an indication of the seller's current minimum price expectation at auction and the guide price, or range of guide prices, is given to assist prospective purchasers. The guide price can be adjusted by the seller at any time up to the day of the auction in light of the interest shown during the marketing period and bidders will be notified of this change on our website and by the auctioneer prior to the lot being offered.

#### Definition of Reserve Price

The reserve price is the seller's minimum acceptable price at auction and the figure below which the auctioneer cannot sell. It is usual, but not always the case that a provisional reserve is agreed between the seller and the auctioneer at the start of marketing and the Final Reserve Price will be agreed between the auctioneer and the seller prior to the auction sale. Whilst the reserve price is confidential it will usually be set within the quoted guide range and in any event will not exceed the highest quoted guide price.

# A COLLECTIVE AUCTION SALE OF 43 LOTS

Comprising of a range of Residential and Commercial, Vacant and Investment properties, Land and Development Opportunities by instruction of a variety of Vendors including LPA Receivers, Dudley Metropolitan Borough Council, Solicitors, Joint Property Agents, Companies and Private Clients.

## Order Of Sale

Lot No.	Address	Tenure
1	140 The Avenue, Acocks Green, Birmingham, B27 6NR	Freehold Vacant Residential
2	52 Allens Road, Handsworth, Birmingham, B18 4QS	Freehold Vacant Residential
3	42 Goscote Road, Pelsall, Walsall, WS3 4LE	Freehold Residential Investment
4	66 Albion Road, Sparkhill, Birmingham, B11 2NR	Freehold Vacant Residential
5	Land Rear St.michaels Crescent, Oldbury, B69 4RT	Freehold Land
6	3-4 High Street, Wombourne, Wolverhampton, WV5 9DN	Freehold Vacant Commercial
7	Salem Chapel, Pedmore Road, Lye, Stourbridge DY9 8DJ	Freehold Commercial Investment
8	61-63 Long Lane, Halesowen, West Midlands B62 9LS	Freehold Mixed Use Investment
9	23 & 25 Sandon Road, Edgbaston, Birmingham, B17 8DR	Freehold Residential Investment
10	29 Sandon Road, Edgbaston, Birmingham, B17 8DR	Freehold Residential Investment
11	91 Albion Street, Birmingham, B1 3AA	Freehold Vacant Offices
12	22 Stirling Road, Edgbaston, Birmingham, B16 9BG	Freehold Residential Investment
13	309 & 309a Alcester Road, Hollywood, Birmingham, B47 5HJ	Freehold Commercial Investment
14	235 Groveley Lane West Heath, Birmingham, B31 4QB	Leasehold Vacant Residential
15	69 Market Street, Stourbridge, West Midlands DY8 1AQ	Freehold Vacant Commercial
16	Land & Parking Spaces, Rectory Grove, Birmingham, B18 5SG	Freehold Land
17	175 Waterloo Road, Yardley, Birmingham, B25 8LH	Freehold Vacant Residential
18	2 Laundry Road, Smethwick, West Midlands B66 4PR	Freehold Vacant Residential
19	153 Dawlish Road, Selly Oak, Birmingham, B29 7AH	Freehold Residential Investment
20	195 Warstones Drive, Wolverhampton, WV4 4NQ	Freehold Vacant Residential
21	102 Hagley Road West, Smethwick, B67 5EZ	Freehold Residential Investment
22	40 Marsland Close, Edgbaston, Birmingham, B17 8NG	Leasehold Residential Investment
23	27 Summerfield Crescent, Edgbaston, Birmingham, B16 0EL	Freehold Residential Investment
24	14 Butler Street, West Bromwich, B70 9ND	Freehold Residential Investment
25	142 Church Road, Erdington, Birmingham, B24 9BD	Freehold Vacant Residential
26	374-376 Slade Road, Erdington, Birmingham, B23 7LP	Freehold Vacant Residential
27	8 Coverack Road, Bilston, West Midlands WV14 8GH	Freehold Vacant Residential
28	The Black Lion, Main Road, Shrewsbury, SY5 7JD	Freehold Vacant Residential
29	58 Pembridge Close, Birmingham, B32 4JZ	Freehold Vacant Residential
30	242 High Street, Erdington, Birmingham, B23 6SN	Freehold Vacant Commercial
31	Concord Market, High Street, Brierley Hill, DY5 3AP	Freehold Vacant Commercial
32	630 Tyburn Road, Erdington, Birmingham, B24 9RP	Freehold Vacant Residential
33	33 High Street, Quinton, Birmingham, B32 1AG	Freehold Vacant Residential
34	The Pheasant Inn, 273 Abbey Road, Smethwick, B67 5NQ	Freehold Development Land
35	59 Frederick Road, Selly Oak, Birmingham, B29 6NX	Freehold Vacant Residential
36	Land At Summerton Road, Oldbury, B69 2GF	Freehold Development Land
37	Land Hillwood Road, Sutton Coldfield, B75 5QP	Freehold Agricultural Land
38	79 Mere Green Road, Sutton Coldfield, B75 5BY	Freehold Vacant Residential
39	20 Clarendon Road, Sutton Coldfield, B75 5JY	Freehold Vacant Residential
40	1 The Coach House, 6 Regent St, Willenhall, WV13 1DJ	Freehold Vacant Residential
41	Ivy Bank House, 152 Main Road, Baxterley, CV9 2LG	Freehold Vacant Residential
42	10 Freville Close, Tamworth, Staffordshire B79 7ER	Freehold Vacant Residential
43	31 Achilles Close, Great Worley, Walsall WS6 6JW	Freehold Vacant Residential

### Auctioneers:

Andrew J. Barden MRICS FNAVA, John Day FRICS FNAVA,  
Kenneth F. Davis FRICS, Stuart R. Tullah FNAVA

### Valuers:

Ian M. Axon ANAVA,  
Stephen D. Sutton B.Sc. (Est.Man.) FRICS,  
Dan O'Malley BSc (Hons) MRICS FNAEA FNAVA

### Auction Team:

Richard Longden B.Sc. (Hons.) MRICS, Julie Murphy,  
Sharron Sheldon, Mark Cullen, Tina Thornton,  
Jason Coombes BA MARLA MNAVA, Andrew Smith,  
Nick Burton, Richard Gaines.

### IMPORTANT NOTICE

All Bidders must register to bid by completing the online registration process on our website or completing and submitting the form contained on Page 5 of this catalogue, providing ID documents, proof of funds and then reserve the sum of £6,250 on your Payment Card (comprising of a Bidding Security of £5,000 and our Auction Administration Fee of £1,250) which shall be fully refunded in the event your bid is unsuccessful.

All Bidding Registrations should be received no later than 24 hours prior to the commencement of the Auction to allow sufficient time for processing. Please don't leave it too late.

Telephone Bids will be strictly on a first come first served basis.

We request any Bidder attending the Live Auction Room to register their bid prior to the auction day as detailed above. This will enable us to fastrack your entry to the auction room and streamline the purchase procedure in the event your bid is successful. By registering prior you will also be authorised to bid online should you be unable to attend the auction for any reason thus enabling you to secure your purchase.

To discuss any matter please contact the Auction Team on 0121 247 2233



## BIDDING OPTIONS

This will be a live auction held at Avery Fields Sports & Events Venue, 79 Sandon Rd, Birmingham B17 8DT

You have the option to bid in person by attending the venue on the day, bid online, bid by telephone or by proxy.

### IN ROOM BIDDING

We request any Bidder attending the Live Auction Room to register their bid prior to the auction day by completing the online registration process on our website or completing and submitting the form contained on Page 5 of this catalogue, providing ID documents, proof of funds and then reserve the sum of £6,250 on your Payment Card (comprising of a Bidding Security of £5,000 and our Auction Administration Fee of £1,250), which shall be fully refunded in the event your bid is unsuccessful. This will enable us to Fastrack your entry to the auction room where your bidding number will be ready for your collection and streamline the purchase procedure in the event your bid is successful.

**By registering online prior to attending the auction you will also be authorised to bid online should you be unable to attend the auction for any reason thus enabling you to secure your purchase.**

For those unable to register online, registration will be available in the auction room and full ID checks will be undertaken before you receive your bidding number.

Acceptable forms of Identification are:

Full UK Passport or Photo Driving Licence (For identification)

#### **Plus**

a Recent Utility Bill, Council Tax Bill or Bank Statement (as proof of your residential address)

Please ensure have means to pay the deposit and our Auction Administration Fee which will be required before leaving the auction room.

**In Room Auction deposits may be paid by the following methods:**

#### **Card Payments**

- Please note that we accept Visa and Mastercard Personal Debit Cards
- Personal Credit Cards are NOT accepted
- Business or Corporate Cards are accepted, which are subject to a surcharge of 1.8%
- All Cards must be Chip & Pin enabled

**If you fail to comply with these requirements, you will be unable to bid.**

### ONLINE, TELEPHONE & PROXY BIDDING

All Bidders must register to bid by completing the online registration process on our website or completing and submitting the form contained on Page 5 of this catalogue, providing ID documents, proof of funds and then reserve the sum of £6,250 on your Payment Card (comprising of a Bidding Security of £5,000 and our Auction Administration Fee of £1,250), which shall be fully refunded in the event your bid is unsuccessful.

All Bidding Registrations should be received no later than 24 hours prior to the commencement of the Auction to allow sufficient time for processing. Please don't leave it too late.

If your bid is successful you agree to pay the contractual auction deposit equating to 10% of the purchase price by bank transfer within 24 hours of the auction and your bidding security payment (£5,000) will be credited against the deposit due. We request that you transfer moneys immediately following your purchase and a member of the auction team will contact you upon the fall of the hammer to arrange payment with you.

If you have registered and been authorised for a Telephone Bid we will call you when the lot you are interested in comes up and take live bids from you over the telephone. Telephone Bids will be strictly on a first come first served basis.

**If you need any help please contact the Auction Team Tel 0121 247 2233**



## Live Online Auction Buying Guide

### INTRODUCING COTTONS ONLINE AUCTIONS

Our Live Online Auction is a new, innovative and pioneering platform for buying and selling property. It provides all the benefits synonymous with traditional room auctions, including: speed, certainty of sale and transparency but with the added advantage of being able to bid pressure-free from the comfort of your own home or office via the Internet, telephone or using a pre authorised proxy bid in order to secure a purchase.

The auction will be held behind closed doors with no public attendance and whereby our Auctioneer's, will conduct the Auction as normal and you will be able to watch and listen to the sale in real time via the 'watch live' stream on our Website.

### A STRAIGHTFORWARD PROCESS FROM START TO FINISH WITH STRESS-FREE BIDDING FROM THE COMFORT OF YOUR OWN HOME OR OFFICE

#### REGISTRATION

We offer a remote bidding services as follows:

- **By telephone** - we will call you from the auction room
- **By proxy** – the auctioneer bids on your behalf
- **By Internet** - follow the auction via our website and place bids online

In order to take part and bid at our Live Online Auction, you must submit your telephone, proxy or internet bid by completing the form contained in both our catalogue and our website, providing ID documents, proof of funds and the required payment all of which shall be refunded in full in the event your bid is unsuccessful. Once you submit your form, a member of our team will call you to guide you through the process, ensuring all ID documents satisfy our Anti Money Laundering checks and taking payment of your bidding security and once completed they will confirm your bidding approval. All internet bidders will be provided with a unique PIN number enabling them to log on to our bidding platform on the auction day. Unfortunately, any incomplete forms or forms not accompanied with the required documentation or payment will not be processed and you will be unable to bid.

#### ACCEPT TERMS

By completing your Bidding registration form you are deemed to accept all terms & conditions contained in both the auction catalogue and contents of the legal pack applicable to the lot you are interested in and in doing so, you instruct Cottons to bid on your behalf and acknowledge that if your bid is successful you are legally bound by the terms of the sale contract/conditions including payment of the auction deposit along with any fees which are the responsibility of the buyer and you must complete this transaction within the timescale specified.

#### BIDDING SECURITY

Upon completion of our anti money laundering checks, we require payment of £6,250 equating to £1,250 auction administration fee and £5,000 bidding security all of which shall be refunded in full if your bid is unsuccessful. If your bid is successful you agree to pay the contractual auction deposit equating to 10% of the purchase price by bank transfer within 24 hours of the auction and your bidding security payment (£5,000) will be credited against the deposit due. Payment must be in cleared funds, made by bank transfer into our account in order to complete your bidding and our bank details will be provided once we have processed your bidding form.

#### DUE DILIGENCE

#### Recommended Due Diligence Before Bidding

In general terms, you are strongly advised to view the property and take professional advice as to its condition and suitability. You should also ensure that you thoroughly read and understand all of the documents contained within the legal pack, the auction marketing particulars, the auctioneer's terms and conditions and advice contained within the catalogue and any other associated documentation available online, and take proper legal advice accordingly. You should note in particular, any fees or costs which you will be responsible for if your bid is successful. Finally, in the event your bid is successful, you are the purchaser whereby you have entered into a legal binding contract and by bidding understand the legal importance of the contract you are entering into and the financial commitment that you will be liable for.

## GUIDES & RESERVES

### Understand the Guide and Reserve Price

#### What is a Guide Price?

The Guide Price is an indication of the seller's current minimum price expectation at auction and the guide price, or range of guide prices, is given to assist prospective purchasers. It is not necessarily what the auctioneer expects to sell the lot for, and should not be taken as a valuation or estimate of sale price. The guide price can be adjusted by the seller at any time up to the end of the auction in light of the interest shown during the marketing period and bidders will be notified of this change on our website.

#### What is a Reserve Price?

The Reserve Price is the seller's minimum acceptable price at auction and is the minimum price that the Auctioneer is currently authorised by the vendor to sell the property for. Please note that Reserve may change throughout the course of marketing. Whilst the Reserve Price is confidential it will usually be set within the quoted guide range and in any event will not exceed the highest quoted guide price.

## THE AUCTION DAY

### What happens on the day of the auction?

#### Addendum

Before you bid it is essential that you check the Addendum on our website detailing any amendments or last-minute changes to the catalogue particulars or legal pack contents, that may have been made. These changes will form part of the Contract.

#### Start of the Auction

The auction will start promptly at the time stated on our website. The auctioneer will make a number of announcements about the auction procedure before commencing with the sale in numerical lot order.

#### Bidding

- The auctioneer will announce each lot and refer to any Addendum comments (last minute changes).
- The current lot being offered will be displayed on the 'watch live' stream on our website, which will also display the last bid taken for the lot being offered.
- All lots will be offered for sale subject to an undisclosed reserve price. The auctioneer will invite a starting bid and once received, will regulate the bidding increments and the property will be 'knocked down' to the highest bidder, assuming that the reserve is met or exceeded.
- Please note that questions will not be taken by the auctioneer once the auction is in progress. If you do have any last-minute queries, you should speak to a member of the auction team. Ultimately, our advice is, if you have any doubts, do not bid.

## FALL OF THE HAMMER

### On the fall of the hammer

When the hammer falls, if you are the highest bidder at or above the reserve price, you will have bought the lot. The properties offered for sale on our Online Auction Platform are sold on immediate, unconditional contracts. This means that the fall of the hammer constitutes an exchange of contracts between the buyer and seller. Both parties are legally bound to complete the transaction – usually within 20 working days following the close of the auction but this will be confirmed within the legal documentation.

The property is usually at your insurable risk from this point. Please ensure that you arrange your building insurance immediately after the sale.

Please Remember: Properties are not sold 'subject to contract', 'subject to finance' or 'subject to survey' when you buy at auction. They are sold unconditionally on the fall of the hammer. If you are the successful bidder, you or the named buyer are legally obliged to complete the sale.

## POST AUCTION

If you are the successful purchaser, we'll be in touch following the auction to discuss the next steps.

## DEPOSIT

You agree to pay both the contractual auction deposit equating to 10% of the purchase price along with the Buyers Administration Fee usually £1,250 (including Vat) by bank transfer within 24 hours of the auction ending. Your bidding security payment will be credited against the monies due. The contract/memorandum of sale will then be signed on your behalf by the auctioneer with copies being sent to both your solicitor and the seller's solicitor.

**FOR MORE INFORMATION CONTACT [auctions@cottons.co.uk](mailto:auctions@cottons.co.uk) OR 0121 247 2233**



PLEASE  
RETURN THIS  
FORM TO  
bidding@cottons.co.uk

**Cottons**  
 CHARTERED SURVEYORS

## PROXY, TELEPHONE & INTERNET BIDDING FORM

Bidders unable to attend the auction may appoint Cottons to act as agent and bid on their behalf. Please read all Conditions Of Sale (inside front cover of catalogue), Auction Buying Guide and Terms and Conditions of Proxy, Telephone & Internet Bids below. You must submit your telephone, proxy or internet bid by completing this form, providing certified ID documents and proof of funds. Once you submit your form, a member of our team will call you to confirm receipt and assist you with this process. Upon completion of our anti money laundering checks, we require payment of £6,250 equating to £1,250 auction administration fee and £5,000

bidding security all of which shall be refunded in full if your bid is unsuccessful.

If your bid is successful you agree to pay the contractual auction deposit equating to 10% of the purchase price by bank transfer within 24 hours of the auction and your bidding security payment (£5,000) will be credited against the deposit due. Only when we are satisfied with all documentation and payment has been received will you be approved for remote bidding. Any incomplete forms or forms not accompanied with required documentation or payment, will not be processed and you will be unable to bid.

### TYPE OF BID

TELEPHONE  
(please one tick)

PROXY  
(please one tick)

INTERNET  
(please one tick)

### BIDDER INFORMATION

Name

Company Name  
(if applicable)

Address

Contact Number

Contact Number for  
telephone bid on  
Auction Day

### SOLICITOR INFORMATION

Name

Address

Telephone Number

Contact

**If your bid is unsuccessful**, due to Anti-Money Laundering regulations, we can only refund to the account from where the funds were received. Please confirm your Bank Account details in boxes provided below. We may need to request further information from you for verification purposes.

Name of  
Account Holder

Account No.

Sort Code

### LOT DETAILS

LOT

Address

Maximum Bid  
(proxy bid)

Maximum Bid  
(words)

### PAYMENT DETAILS

Payment  
Required

**£6,250**  
(Six Thousand, Two Hundred  
and Fifty Pounds)

I confirm that I have read all Terms & Conditions. I hereby instruct Cottons to bid on my behalf and acknowledge that if my bid is successful I am legally bound by the terms of the sale contract/conditions including payment of the auction deposit along with any fees which are the responsibility of the buyer and I must complete this transaction within the timescale specified.

Signed

Date

## REMOTE BIDDING TERMS & CONDITIONS

The form is to be completed in full, signed and returned to Cottons Chartered Surveyors, Cavendish House, 359 - 361 Hagley Road, Edgbaston, Birmingham, B17 8DL by post or email at auctions@cottons.co.uk (Tel: 0121 247 2233), no later than 24 hours prior to the Auction date. It is the bidders responsibility to ensure Cottons have received the signed bidding form and deposit, by ringing the telephone number above.

Please complete one form for each property you intend to bid for. Only when we are satisfied with all documentation and payment has been received will you be approved for remote bidding. Any incomplete forms or forms not accompanied with required documentation or payment, will not be processed and you will be unable to bid.

We will undertake an electronic ID check as part of our compliance with Anti Money Laundering regulations and will require two copies of your ID, a full UK Passport or Driving Licence and a recent utility bill or bank statement with your current address on. If you are bidding on behalf of somebody else, you will need to provide written authority from them instructing you to bid along with their full name, address and certified ID.

The Bidder shall be deemed to have read the auction catalogue available in either hard copy or on our website, inspecting the Conditions of Sale, Auctioneer's Advice applicable to the auction sale, the Auction Buying Guide, the particulars sale for the relevant Lot/s and the Legal Documents/Pack including the Contract/Special Conditions of Sale. The Bidder shall be deemed to have taken all necessary professional and legal advice and to have made enquiries and have knowledge of any announcements to be made from the rostrum and any addendum comments relating to the relevant Lot. The addendum is available on our website [www.cottons.co.uk](http://www.cottons.co.uk) or at the Auction and is read by the Auctioneer prior to commencement of bidding. The Proxy bidder appoints the auctioneer as agent and authorises the auctioneer to bid with his absolute discretion. The auctioneer will not bid on Proxy bids beyond the maximum authorised bid and neither can they control the eventuality where a bid equal to the maximum proxy bid is placed by another bidder. Any amendment to the bid must be made in writing prior to the auction, or placed into the hands of the auctioneer on the day of the auction. The Maximum bid price on Proxy bids must be an exact figure. The Telephone bidder appoints the auctioneer as agent and authorises the auctioneer to bid with his absolute discretion. The

Auctioneer's will attempt to contact the bidder approximately 5-10 minutes prior to the Lot being auctioned. In the event of non-connection or break down of the telephone link during bidding and where clear instructions by the telephone bidder cannot be conveyed, we shall withdraw the telephone bid, and in this event the Auctioneer's accept no liability whatsoever and will not be held responsible for any loss, costs or damages incurred by the bidder.

Internet Bids - In the case of internet bidding, all bidders who have registered will be provided with a unique PIN number enabling them to log on to our bidding platform on the auction day and can commence bidding when the intended Lot is being offered, however should there be any interruption or suspension of internet services, the Auctioneer's accept no liability whatsoever and will not be held responsible for any loss, costs or damages incurred by the bidder.

Cottons make no charge for remote bidding services and reserve the right not to bid on behalf of any Telephone/Proxy/Internet bid for any reason whatsoever, and give no warranty, or guarantee and accept no liability for any bid not being made. In the event that the telephone, proxy or internet bid is successful the Auctioneer will sign the Contract/Memorandum of Sale on behalf of the Bidder (a Contract having been formed on the fall of the Auctioneer's Hammer). If your bid is successful, your details will be given to the sellers solicitor and you will be contacted by the Auctioneers as soon as possible after the Lot has been auctioned.

If you wish to withdraw your bid, the Auctioneers require emailed/written notification by 17:30 on the day prior to the Auction Sale and only upon confirmation by the Auctioneers will your bid be withdrawn. If the bidder or someone on their behalf decides to attend the Auction and cancellation of the remote bid is not received, this remote bid is still in place and the Auctioneer will not take any responsibility if you are therefore bidding against your own remote bid.

The Auctioneer's or the Seller hold the right to withdraw or sell the Lot prior to Auction, even if a remote bid has been received and processed.

The Auctioneers reserve the right to advise the seller of any remote bids which been received.

If your bid is unsuccessful your Bidding Security will be returned in full as soon as practical after the auction, via BACS payment to the account details from where the payment was made and this process may take up to 5 working days.



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## AUCTION OFFER SHEET

LOT No

PROPERTY ADDRESS:

OFFER PRICE:

CASH: £:

MORTGAGE:

PURCHASER DETAILS:

NAME:

COMPANY NAME:

ADDRESS:

POSTCODE:

EMAIL:

TEL:

MOBILE:

SOLICITORS DETAILS:

NAME:

COMPANY:

POSTCODE:

EMAIL:

## OFFERS ACCEPTED PRIOR TO AUCTION

IF YOUR OFFER IS ACCEPTED YOU WILL BE REQUIRED TO EXCHANGE ON AUCTION CONTRACTS AND COMPLY WITH THE FULL AUCTION CONDITIONS OUTLINED IN BOTH OUR CATALOGUE AND RELEVANT LEGAL DOCUMENTS.

PLEASE TICK THE BOXES TO CONFIRM THAT YOU HAVE:

1. VIEWED THE PROPERTY YOU ARE MAKING AN OFFER FOR ☐

2. INSPECTED THE LEGAL DOCUMENTS RELATING TO THE PROPERTY YOU ARE MAKING YOUR OFFER FOR ☐

1. A 10% deposit must be payable by cleared funds eg: Bankers Draft, Debit Card and you must be in a position to exchange contracts prior to the auction.  
Please note that we accept Visa and Mastercard Personal Debit Cards.  
Personal Credit Cards are **NOT** accepted.  
Business or Corporate Cards are accepted, which are subject to a surcharge of 1.8%  
All Cards must be Chip & Pin enabled
2. You will also be required to pay the buyers administration fee of £1,250 including VAT on each Lot purchased.  
(£250 including VAT on Lots £10,000 and below)
3. We advise you to instruct your legal advisor to inspect the Legal Pack/Contract prior to you exchanging contracts.  
Most Legal Packs are available on our website [www.cottons.co.uk](http://www.cottons.co.uk) or call the office for further information on 0121 247 2233. Where applicable you should also have viewed the property.
4. We will undertake an electronic ID check as part of our Anti Money Laundering regulations and will require two copies of your ID, a full UK Passport or Driving Licence and a recent utility bill or bank statement with your current address on.

If you intend to submit an offer prior to Auction, you **MUST** complete this form available from our Auction website or in hard copy from our office, the Auction Catalogue or our viewing representatives. Offers submitted in any other way will not be considered.

Please note that the Sellers intention is to sell their property on the Auction day and they are not under any obligation to accept any offers received prior to the sale. Neither is a Seller under any obligation to consider any offers with a specified timescale and may wish to consider interest received from the pre-auction marketing of their property before they accept or decline any offer.

The Auctioneers reserve the right to decline without reference to the seller any offer if less than either the provisional reserve or less than any third party offer which has already been declined.

**PLEASE NOTE: NOT ALL LOTS ARE AVAILABLE FOR SALE PRIOR TO THE AUCTION.**

**PLEASE CHECK WITH THE AUCTION TEAM ON 0121 247 2233**

# Cottons

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**WEDNESDAY 13 JULY 2022**

**WE REQUIRE:**

**Residential and Commercial, Vacant and  
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**Land and Development Opportunities.**

**Freehold Ground Rents.**

**Deceased Estates.**

**Properties requiring Repair and Refurbishment.**

**Problem Properties with Structural Damage, Mineshafts,**

**Problem Neighbours,  
Short Leaseholds, ETC.**

**Properties requiring a FAST, STRAIGHTFORWARD  
and conclusive SALE.**

**CLOSING DATE FOR ENTRIES:**

**FRIDAY 17 JUNE 2022**

**PLEASE CALL US TO DISCUSS INCLUDING  
YOUR PROPERTY AND TO ARRANGE  
A FREE AUCTION APPRAISAL 0121 247 2233**



## **IMPORTANT NOTICE RELATING TO FEES / COSTS / CHARGES PAYABLE BY THE BUYER IN ADDITION TO THE PURCHASE PRICE**

### **AUCTION ADMINISTRATION FEE**

All buyers will be required to pay an Auction Administration Fee of £1,250 (Inclusive of VAT) payable on each Lot purchased whether purchasing prior, during or after auction, except for Lots with a purchase price of £10,000 or less, in which case the fee will be £250 (Inclusive of VAT).

### **ADDITIONAL FEES / COSTS / CHARGES**

Additional Fees / Costs / Charges MAY be payable by the buyer in addition to the purchase price. These MAY include sellers search costs/disbursements, reimbursement of sellers solicitors & auctioneers costs, outstanding service charge, ground rent payments, rent arrears / apportionment of rent, Value Added Tax (VAT), Stamp Duty, etc. and all prospective purchasers are advised to inspect the Legal Documents including the Sale Contract / Special Conditions and seek their own independent legal advice as to the full cost of purchasing a specific property.

**It is assumed all bidders have inspected the Legal Packs available on our website and in the Auction Room prior to bidding and are fully aware of all terms and conditions including any Fees / Costs / Charges for which they are responsible, completion dates and other relevant matters that they will be obliged to comply with, once they have successfully purchased the property.**



## VIEWINGS

### Vacant Properties

It is intended that viewings will take place where possible on the vacant properties contained in our catalogue and a schedule will be produced and uploaded to our website. The viewing schedule will contain dates/times when we will conduct viewings along with guidelines which must be strictly adhered to by all persons attending.

### Investment Properties

Viewings of investment properties are by courtesy of the tenants in occupation and no attempt should be made to contact the tenants directly in the event that access is unavailable.

### Viewing Guidelines

- Please arrive promptly for your appointment.
- On Arrival we shall require your name and telephone number and you will be unable to view if this information is not provided.
- You will be responsible for providing your own PPE if required.
- Where possible, we have included on our website internal photos and video tour for each property to assist you.
- Please be aware that many auction properties are often in disrepair and unsafe condition and all persons viewing any property must do so with the extreme caution and entirely at their own risk. By attending a viewing, you accept that neither the Seller nor the Auctioneer accept any liability for harm caused whilst viewing a property.
- Please do not attend any viewings if you are suffering from any potential symptoms of Covid - 19 or have been in contact with any persons suffering from symptoms.

We thank you in advance for your co-operation.

**Cottons**  
CHARTERED SURVEYORS

## DEPOSITS AND ADMINISTRATION FEE

On the fall of the hammer the successful bidder will be deemed to have legally purchased the lot and will be required to pay a deposit representing 10% of the purchase price (subject to a minimum of £2000).

In addition an Administration fee of £1,250 (inclusive of VAT) being payable on each

lot purchased whether purchasing prior, during or after auction, except for lots with a purchase price of £10,000 or less then the fee will be £250 (inclusive of VAT).

Payment will be required by bank transfer within 24 hours of the auction ending and your bidding security payment will be credited against the monies due.

- All purchasers are requested to ensure that cleared funds are available on the day of the auction which may entail a transfer of funds to their bank account three days before the auction.

If you need any help please contact the Auction Team Tel 0121 247 2233

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## LOT 1

### Freehold Vacant Mid-Terraced House with Three Bedrooms

\*Guide Price: £145,000 - £160,000 (+Fees)

140 The Avenue, Acocks Green, Birmingham, West Midlands, B27 6NR



#### Property Description:

A traditional mid-terraced house of two-storey brick construction, surmounted by a pitched asphalted & slate clad roof, set back from the road behind a walled foregarden, providing well laid out accommodation and benefitting from UPVC double glazed windows. The property, whilst well maintained, is in dated condition, requiring refurbishment and modernisation throughout and provides scope for reconfiguration of the first floor accommodation to provide more a suitable bathroom/Bedroom 3 layout.

The Avenue forms part of an established and popular residential area which leads off Yardley Road to the north and via Lyndon Road which leads off Warwick Road (A41) to the south. The property is conveniently within less than half a mile from Acocks Green Shopping Centre.

#### Accommodation:

##### Ground Floor

Entrance Hall, Reception Hall, Front Reception Room: 3.72m x 3.14m,

Rear Reception Room: 4.18m x 3.72m, Dining Kitchen: 5.22m x 2.22m.

#### First Floor

Stairs and Landing, Bedroom One (Large Double): 4.75m x 3.73m, (this room benefits from two windows and could be sub-divided), Bedroom Two (Double): 3.70m x 3.84m, Bedroom Three/Dressing Room: 2.64m x 2.22m inter-communicating with Bath/Shower Room: 2.5m x 2.21m with bath, glazed shower enclosure, pedestal wash basin and wc.

#### Outside:

**Front:** Lawned foregarden.

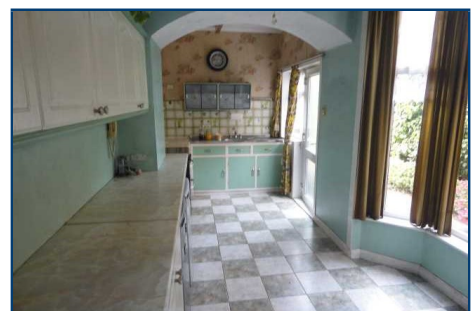
**Rear:** Shared pedestrian entry access, paved yard, two brick stores and wc and lawned garden enclosed by mature hedge.

#### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

#### Viewings:

Via Cottons - 0121 247 2233





## LOT 2

### Freehold Vacant End Terraced House with Two Bedrooms & Rear Parking

\*Guide Price: £80,000 - £88,000 (+Fees)

#### 52 Allens Road, Winson Green, Birmingham, B18 4QS

##### Property Description:

A traditional end terraced house of two-storey brick construction, surmounted by a pitched replacement tile clad roof having two bedrooms and benefitting from gas-fired central heating, rear vehicular access with hard-standing which previously contained a garage, providing off road parking/erection of garage, but requiring complete modernisation and improvement throughout.

Allens Road comprises of a cul-de-sac which leads off Bacchus Road and the property is conveniently within less than half a mile from Handsworth Shopping Centre on Soho Road (A41).

##### Accommodation:

###### Ground Floor

Front Reception Room: 3.55m x 3.48m, Rear Reception Room: 3.56m x 3.42m, Kitchen: 3.178m x 2.06m, Lobby to Cloakroom with wc.

###### First Floor

Stairs and Landing, Bedroom One (Double): 3.55m x 3.47m, Bedroom Two (Double): 3.48m x 2.63m, Bathroom with bath having shower over, wash basin and wc.

##### Outside:

**Front:** Walled foregarden.

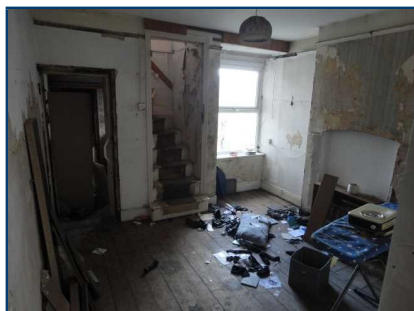
**Rear:** Garden with off-road parking and potential for erection of garage, served by a secure gated right of way.

##### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

##### Viewings:

Via Cottons - 0121 247 2233



## LOT 3

### Freehold Investment, Three Bedroom Semi Detached House

\*Guide Price: £85,000 - £95,000 (+Fees)

#### 42 Goscote Road, Walsall, West Midlands WS3 4LE

##### Property Description:

A traditional semi-detached house of two-storey brick construction, surmounted by a hipped tile clad roof, set back from the road behind a gravelled foregarden and benefitting from three bedrooms, UPVC double glazed windows, gas-fire central heating and off road parking.

Goscote Road forms part of an established residential area and leads via Allens Lane, off Walsall Road (A4154) and is conveniently located approximately three quarters of a mile to the south of Pelsall Village Centre and approximately three miles to the north of Walsall Town Centre. The property is let on a Regulated Tenancy agreement producing a rental of £98 per week (£5,096 per annum).

##### Accommodation:

Please Note:

We have been unable to inspect the accommodation but understand from the Rent Registration document it contains the following accommodation.

###### Ground Floor

Entrance Hall, Lounge, Dining Room, Kitchen, Conservatory and wc.

##### First Floor

Stairs and Landing, Three Bedrooms and Bathroom with wc.

##### Outside:

**Front:** Gravelled foregarden, shared driveway with access to rear.

**Rear:** Garden

**Legal Documents:** Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:** Available at [www.cottons.co.uk](http://www.cottons.co.uk)





## LOT 4

### Freehold Vacant Mid-Terraced House with Three Bedrooms

\*Guide Price: £130,000 - £138,000 (+Fees)

**66 Albion Road, Sparkhill, Birmingham, West Midlands B11 2NR**

#### Property Description:

A three storey mid-terraced house of brick construction, surmounted by a pitched tile clad roof, benefitting from three double bedrooms, mostly UPVC double glazed windows, gas-fired central heating and large rear garden but requiring refurbishment and modernisation throughout.

The property is located in a small terrace between the junctions of Tomey Road and Bertha Road, in a mixed area containing a range of traditional residential housing interspersed with commercial buildings.

Albion Road leads directly off Warwick Road (A41) which provides direct access to Sparkhill shopping centre on Stratford Road (A34) containing a wide range of retail amenities and services.

#### Accommodation:

##### Ground Floor

Entrance Hall, Lounge: 4.11m x 3.23m, Kitchen: 2.99m x 2.6m with Pantry, Bathroom: 3.0m x 1.44m with bath having shower over, wash basin and wc.

##### First Floor

Stairs and Landing, Bedroom One (Double): 4.09m x 2.44m, Bedroom Two (Double): 4.2m x 2.99m.

##### Second Floor

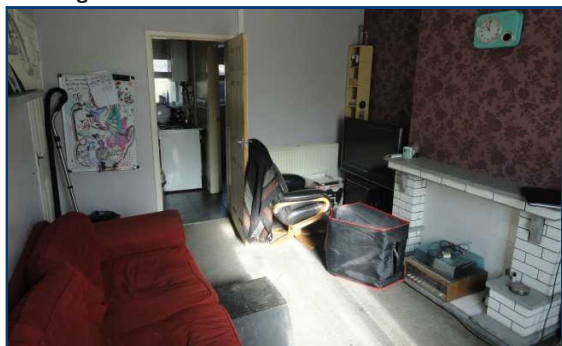
Stairs and Landing, Bedroom Three (Double): 4.4m x 3.27m (max.).

#### Outside:

**Rear:** Large rear garden.

**Legal Documents:** Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:** Via Cottons - 0121 247 2233



## --- Legal Documents Online ---



Legal documents for our lots are now or will be available online. Where you see the icon on the website you will be able to download the documents.

Please note all Legal Packs are available on our website and all parties wishing to inspect a Legal Pack must register their correct details and password with the site. The Legal Packs are updated regularly during our marketing but documents may be added or changed during this period prior to the auction. Whilst we will endeavour to inform all persons registered for Legal Packs of any changes it is the responsibility of all bidders to re-check the Legal Packs for any changes prior to bidding and the Auctioneers/ Vendors accept no liability whatsoever for a bidder not adhering to this advise.

Service Provided By The Essential Information Group Ltd  
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## LOT 5

### Freehold Building Plot (0.34 Acres)

\*Guide Price: £68,000 - £76,000 (+Fees)

### Land to the Rear of St. Michaels Crescent, Oldbury, West Midlands B69 4RT

#### Property Description:

A parcel of freehold land extending to approximately 0.34 acres (1,392 sq.mtrs). The land benefits from having Outline Planning Consent granted by Sandwell Metropolitan Borough Council for one detached property. The land is accessed off St. Michaels Crescent which in turn is located off Wolverhampton Road (A4123) which provide direct access to both Birmingham and Wolverhampton City Centres and the land is approximately within a quarter of a miles distance from Junction 2 of the M5 Motorway.

#### Planning:

Outline Planning Consent was granted by Sandwell Metropolitan Borough Council (Ref: DC/21/66143) and dated the 16th of March 2022 for a proposed 1 No. dwelling. A copy of the planning documentation will be available within the legal pack and also on Sandwell Metropolitan Borough Council's Website

**Legal Documents** – Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings** – Via Cottons – 0121 247 2233



This plan is for identification purposes only. Please refer to the Legal Pack for confirmation of the exact site boundaries

**TOM GILES  
& CO**



Entrance From St Michaels Crescent



Proposed Plan

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## LOT 6

### Freehold Vacant Retail/Office Premises in Sought After Village \*Guide Price: £100,000 - £120,000 (+Fees)

#### By Instruction of The Joint LPA Receivers

#### 3-4 High Street, Wombourne, Staffordshire WV5 9DN

##### Property Description:

A two-storey mid-terraced office premises of brick construction, with pitched tile clad roof, requiring refurbishment and repair throughout. The property comprises of a ground floor retail unit with separate off-street access to first floor offices, which may be suitable for change of use to residential, subject to obtaining relevant planning consent.

The property is situated fronting High Street, overlooking the local cricket club and forms part of the popular Village of Wombourne which contains a range of retail premises, restaurants and amenities. High Street is located via Gilbert Lane off Stourbridge Road (A449), four miles from both Wolverhampton City Centre and Dudley Town Centre.

##### Accommodation:

###### Ground Floor

Retail Area: 32.21 sq m (346 sq ft), arranged in three sections, Cloakroom with wash basin and wc, separate Entrance Hall off Main Street (subject to rights in favour of the adjacent Hair Salon), Reception Hall.

###### First Floor

Stairs and Landing with storage area, Office One: 23.99 sq m (258 sq ft), Office Two: 9.2 sq m (99 sq ft), Kitchenette, Toilet with wc.

**Outside (Rear):** Partly paved garden/yard area.

**Legal Documents:** Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:** Via Cottons - 0121 247 2233



## Cottons

CHARTERED SURVEYORS

### RESIDENTIAL SALES

As well as assisting clients selling via auction, Cottons have a specialist Estate Agency team dedicated to marketing properties for sale on the open market via private treaty. Covering the whole of Birmingham we at Cottons are tailored to provide superior marketing methods and offer an extensive and diverse service to assist any client, regardless of their situation.

For a no obligation market appraisal and for further information of the service we provide please contact our Estate Agency Manager, Dan O'Malley.

0121 247 4747  
[domalley@cottons.co.uk](mailto:domalley@cottons.co.uk)

Cavendish House, 359 - 361 Hagley Road, Edgbaston, Birmingham, B17 8DL

[www.cottons.co.uk](http://www.cottons.co.uk)





**LOT 7**
**Freehold Prominently Located Former Chapel - Investment (£27,500 pa)**  
 \*Guide Price: £320,000 - £350,000 (+Fees)

**Salem Chapel Pedmore Road, Stourbridge, West Midlands, DY9 8DJ**

**Property Description:**

A valuable investment opportunity comprising of a former Chapel of brick construction with pitched slate clad roof, prominently located fronting Pedmore Road, providing a high volume of passing trade.

The property has been long-established as a Bridal Centre and the current tenants have maintained the property well, creating a highly presentable interior which provides spacious and well-laid out retail space with ancillary accommodation, benefitting from gas-fired central heating.

The property occupies a rectangular shaped plot with side access capable of providing off-road car parking and is conveniently located adjacent to a public car park, available for customers use.

The property is located in a mixed use area containing a range of residential and commercial properties conveniently within less than a quarter of a mile from Lye Town Centre and Pedmore Road (A4036) provides direct access to Merry Hill Shopping Centre being within approximately one mile to the north and drawing in passing trade from the local area including Stourbridge, Halesowen, Hagley, Bromsgrove and surrounding Towns and Villages.

**Tenancy Information:**

The property is currently trading as Georgina Scott Bridal and let on a lease for a term of 5 years from 19th November 2020, expiring on 18th November 2025 and at a current rental of £27,500 per annum.

**Accommodation:**
**Ground Floor**

Retail Area: 138.02 sq m (1,485 sq ft) with Customer Reception Area, partitioned Retail Areas, Changing Rooms and Consultation Rooms, Stock Room: 12.46 sq m (134 sq ft), Lobby, Store,

Two Toilets, each with wc and wash basin, Rear Workshop Area: 58.46 sq m (629 sq ft), with Hallway, having side entrance, Consultation Room and Seamstress Workshop, Staff Room/Kitchen: 13.57 sq m (146 sq ft) with rear access.

**First Floor/Mezzanine:** 36.76 sq m (395 sq ft), used as offices.

**Outside:**

**Front:** Small forecourt, drop kerb to side driveway, providing potential for off-road parking.

**Rear:** Yard and Garden, providing potential for future extension.

**Gross Internal Area**

Ground Floor: 222.51 sq m (2,395 sq ft)

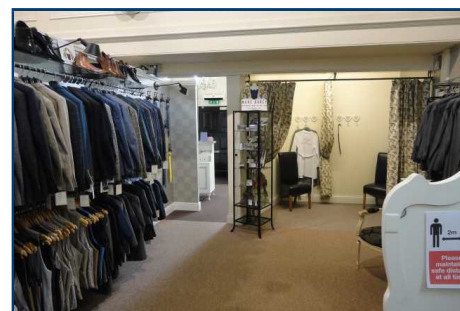
First Floor: 37.76 sq m (395 sq ft)

**Total: 260.27 sq m (2,790 sq ft)**

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:** Via Cottons - 0121 247 2233





## LOT 8

### 61A - 63 Long Lane, (And Workshop Accessed From Clement Road), Halesowen, West Midlands B62 9LS



#### Property Description:

A traditional block of three terraced properties of brick construction surmounted by a pitched slate clad roof and comprising of three ground floor shops, two flats and music school to the first floor, rear yard area containing a workshop and former lock-up garage site and a separate workshop/industrial unit with driveway located off Clement Road.

The property prominently fronts Long Lane close to the junction with Nimmings Road in an established mixed use area containing a range of traditional residential, commercial and retail premises located a quarter of a mile to the south of Blackheath Town Centre, two miles to the north of Halesowen Town Centre and six miles to the west of Birmingham City Centre.

Whilst the majority of the property is currently let the property is generally in a dated and unimproved condition and therefore provides significant scope for refurbishment of the existing units and the rear yard may offer further development/investment potential.

#### Tenancy Information:

**61a Long Lane:** Ground Floor Shop trading as Not Just Furniture: Rent £350 pcm

**61b Long Lane:** First Floor Flat: Rent £300 pcm

**62 Long Lane:** Ground Floor Shop trading as Second Chance: Rent £350 pcm

**62a Long Lane:** First Floor Music School: Rent £350 pcm

**63 Long Lane:** Ground Floor Shop: Vacant

**63a Long Lane:** First Floor Flat: Rent £375 pcm

**Rear Workshop off Clement Road:** Rent: £666.67 pcm

**Total Rental Income - £2,391.67 pcm (£28,700 per annum):**

#### Accommodation

##### Ground Floor

##### 61 Long Lane:

Retail Shop: 34.6 sq.mtrs (372 sq.ft) - Not inspected. Measurements courtesy of Valuation Office Agency Website (VOA)

##### 61a Long Lane:

First Floor Flat: Pedestrian entry access to rear door leading to accommodation not inspected

##### 62 Long Lane:

Ground Floor Shop: Retail Area, Kitchen with WC, Total Floor Area: 46.10 sq.mtrs (496 sq.ft)

##### 62a Long Lane:

##### Ground Floor

Shared Entrance Hall, Private Kitchen and Toilet with WC

##### First Floor

Stairs and Landing, 3 rooms

##### Second Floor

Stairs to Loft Storage

Total Floor Area: 58.2 sq.mtrs (626 sq.ft) excluding loft

##### 63 Long Lane:

**Ground Floor Shop:** Not inspected, Retail and Storage Areas: 40.5 sq.mtrs (435 sq.ft). Measurements courtesy of Valuation Office Agency Website (VOA)

##### 63a Long Lane:

**First Floor Flat:** - Not inspected

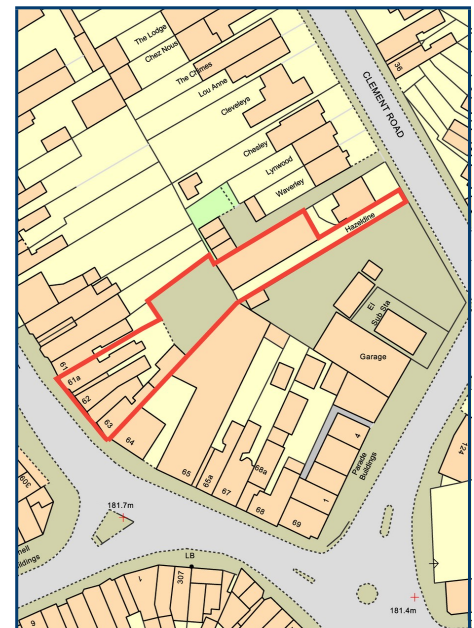
**Rear Workshop (located off Clement Road):** Rectangular workshop with toilet: 157.71 sq.mtrs (1697 sq.ft). Note: The workshop forecourt in front of the roller shutter is not included in the title.

**Outside:** Driveway accessed off Clement Road to rear yard containing a large garage/workshop - not inspected and the remains of a lock-up garage parade

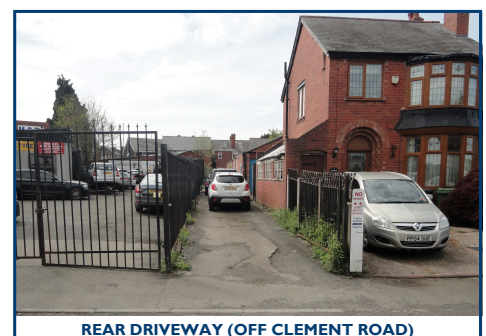
#### Legal Documents

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

#### Viewings Via Cottons - 0121 247 2233



This plan is for identification purposes only. Please refer to the Legal Pack for confirmation of the exact boundaries.



REAR DRIVEWAY (OFF CLEMENT ROAD)



**Freehold Investment Opportunity with Potential to Improve Income**  
\*Guide Price: £360,000 - £390,000 (+Fees)



REAR WORKSHOP (OFF CLEMENT ROAD)



## LOT 9

**23 & 25 Sandon Road, Edgbaston, Birmingham, West Midlands B17 8DR**



### Property Description:

A substantial investment opportunity comprising of two three storey detached properties having been formally converted to provide 10 well laid out self-contained flats all being separately metered and benefitting from UPVC double glazing and either gas fired central heating or Economy 7 electric heating. The development is set in approximately 0.33 Acres and further benefits from having secure gated access to the rear providing communal lawned gardens, car parking and substantial storage unit. The property is located on Sandon Road close to the junction with Hagley Road which is approximately within 1.5 miles distance from Birmingham City Centre. All of the flats are currently let producing a total current rental of £49,020 per annum with potential to substantially improve income through a programme of rent reviews to market rent.

### Please Note

**Completion will be six weeks from exchange of contracts.**

We are informed by the owner that the flats have not had a rent review for some time and therefore may well be rented below market value. A schedule of tenancies are detailed below:

### Schedule of Tenancies

All flats are let on Assured Shorthold Tenancies:

#### 23 Sandon Road.

**Flat 1** £395 pcm (£4,740 per annum)  
**Flat 2** £395 pcm (£4,740 per annum)  
**Flat 3** £445 pcm (£5,340 per annum)  
**Flat 4** £420 pcm (£5,040 per annum)  
**Flat 5** £420 pcm (£5,040 per annum)

#### 25 Sandon Road.

**Flat 1** £415 pcm (£4,980 per annum)  
**Flat 2** £445 pcm (£5,340 per annum)  
**Flat 3** £430 pcm (£5,160 per annum)  
**Flat 4** £385 pcm (£4,620 per annum)  
**Flat 5** £390 pcm (£4,680 per annum)

Total Current Rental Income: £4,085 pcm (49,020 per annum)

### Accommodation:

#### 23 Sandon Road

##### Ground Floor

**Flat 1** Entrance Hallway, Lounge, Bedroom, Kitchen and Bathroom

**Flat 2** Entrance Hallway, Lounge, Bedroom x 2, Kitchen and Bathroom

##### First Floor

**Flat 3** Entrance Hallway, Lounge, Bedroom, Kitchen and Bathroom

**Flat 4** Entrance Hallway, Lounge, Bedroom, Kitchen and Bathroom

##### Second Floor

**Flat 5** Entrance Hallway, Lounge, Bedroom x 2, Kitchen and Bathroom

#### 25 Sandon Road

##### Ground Floor

**Flat 1** Entrance Hallway, Lounge, Bedroom, Kitchen and Bathroom

**Flat 2** Entrance Hallway, Lounge, Bedroom x 2, Kitchen and Bathroom

##### First Floor

**Flat 3** Entrance Hallway, Lounge, Bedroom, Kitchen and Bathroom

**Flat 4** Entrance Hallway, Lounge, Bedroom, Kitchen and Bathroom

##### Second Floor

**Flat 5** Entrance Hallway, Lounge, Bedroom, Kitchen and Bathroom

### Outside:

**Front** Walled foregardens with gated vehicular access to the rear

**Rear** Communal gardens and large private car parking area with substantial storage shed accessed via a secure electric gate.

**Legal Documents:** Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:** Via Cottons - 0121 2472233



23 - Flat 5



25 - Flat 1



**Freehold Investment Opportunity - 10 Self-Contained Flats and Car Parking (0.33 Acres)**  
\*Guide Price: £750,000 - £820,000 (+Fees)



23 - Flat 3



23 - Flat 1

## LOT 10

### Freehold Investment Opportunity - 5 Self Contained Flats

\*Guide Price: £300,000 - £330,000 (+Fees)

29 Sandon Road, Edgbaston, Birmingham, West Midlands, B17 8DR



#### Property Description:

A substantial investment opportunity comprising of a three storey semi-detached property having been converted to provide 5 well laid out self-contained flats all being separately metered (apart from water) and benefitting from UPVC double glazing and either gas fired central heating or Economy 7 electric heating. The property is located on Sandon Road close to the junction with Hagley Road which is approximately within 1.5 miles distance from Birmingham City Centre. All of the flats are currently let producing a total current rental of £24,165 per annum with potential to substantially improve income through a programme of rent reviews to market rent.

#### Please Note

**Completion will be six weeks from exchange of contracts.**

We are informed by the owner that the flats have not had a rent review for some time and therefore may well be rented below market value. A schedule of tenancies are detailed below:

#### Schedule of Tenancies

All flats are let on Assured Shorthold Tenancies:  
**29 Sandon Road.**

**Flat 1** £425 pcm (£5,100 per annum)

**Flat 2** £380 pcm (£4,560 per annum)

**Flat 3** £390 pcm (£4,680 per annum)

**Flat 4** £390 pcm (£4,680 per annum)

**Flat 5** £428.76 pcm (£5,145.12 per annum)

Total Current Rental Income: £2,013.76 pcm  
(£24,165 per annum)

#### Accommodation:

##### Ground Floor

**Flat 1** Entrance Hallway, Lounge, Bedroom, Kitchen and Shower room

**Flat 2** Entrance Hallway, Lounge, Bedroom, Kitchen and Bathroom

##### First Floor

**Flat 3** Entrance Hallway, Lounge, Bedroom, Kitchen and Shower room

**Flat 4** Entrance Hallway, Lounge, Bedroom, Kitchen and Shower room

##### Second Floor

**Flat 5** Entrance Hallway, Lounge, Bedroom, Kitchen and Bathroom

#### Outside:

**Front** Foregarden

**Rear** Communal gardens

**Legal Documents:** Available at  
[www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:** Via Cottons – 0121 247 2233





## LOT 11

### Freehold Vacant Office Premises with Car Parking

\*Guide Price: £180,000 - £200,000 (+Fees)

91 Albion Street, Jewellery Quarter, Birmingham, B1 3AA



#### Property Description:

A commercial premises currently arranged as offices of two-storey part-rendered, traditional brick construction, surmounted by a pitched replacement tile clad roof and set within a courtyard containing a variety of similar workshops, offices and live/work units which are located directly off Albion Street. The property benefits from gas-fired central heating, UPVC double glazed windows and three allocated parking spaces and may be suitable for alternative use including workshop or residential use (subject to obtaining Planning Consent).

The property is located within the highly regarded Jewellery Quarter District, surrounded by a wide range of commercial, leisure and residential premises, being an area which has undergone significant re-development, creating a sought after location to work and live.

#### Accommodation:

##### Ground Floor

Reception Hall, Store, Reception Office, Kitchen, Ladies Toilets with wc and wash basin, Storeroom with roller shutter access for rear loading,

Gents Toilets with wc and wash basin.

##### First Floor

Stairs and Landing, three generous offices.

##### Outside:

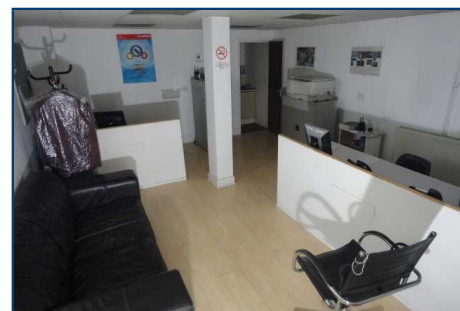
Small concrete forecourt and three allocated car parking spaces.

**Gross Internal Area: 117.84 sq m (1,268 sq ft)**

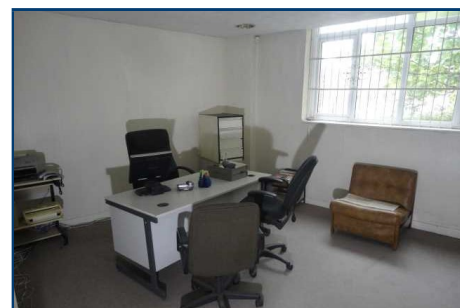
##### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:** Via Cottons - 0121 247 2233



COURTYARD LOCATION OF 91 ALBION STREET





## LOT 12

### Freehold Investment Opportunity - Converted House into Two Flats

\*Guide Price: £230,000 - £250,000 (+Fees)

22 Stirling Road, Edgbaston, Birmingham, West Midlands, B16 9BG



#### Property Description:

A residential investment opportunity comprising of a freehold mid-terraced former dwelling house of three storey traditional brick construction surmounted by a pitched tile clad roof, which was converted circa 1991 into two large self contained flats each benefitting from separate meters, uPVC double glazed windows and gas fired central heating, set back behind a paved forecourt.

The property is offered for sale freehold, however both flats have separate registered leasehold titles which commenced on 25th December 1991 and the property is therefore capable of being subdivided with the flats sold individually. Furthermore the property may provide scope for modification of the existing accommodation or conversion to an HMO (subject to obtaining planning consent) in order to provide a higher yielding investment.

The property forms part of an established residential area and Stirling Road contains a range of similar dwelling houses, many of which have been converted into flat accommodation. Stirling Road leads off Hagley Road (A456) providing ease of commuting to the City Centre which is within approximately one and a half mile to the east, either by car or public transport including the new tram system which is currently under development.

#### Tenancy Information

Flat One: Currently Vacant

Flat Two: Let on Assured Shorthold Tenancy at a rental of £795 per calendar month (£9,540 p.a.).

#### Accommodation:

##### Ground Floor

Shared Entrance Hall

##### Flat 1

Lounge: 4.59m x 4.07m, Kitchen/Diner: 4.54m x 3.86m, Inner Hallway/Rear Entrance,

Shower Room with shower, wash basin and wc, Double Bedroom: 6.15m x 2.71m, Bathroom: 2.72m x 2.40m with panelled bath, pedestal wash basin and wc, Basement: 6.17m x 3.34m arranged as a bar/games room with window and side entrance door.

##### Flat 2:

##### First Floor

Entrance Hall, Stairs and Landing, Lounge: 4.09m x 3.59m, Kitchen: 3.20m x 2.73m, Bedroom One (Double): 4.52m x 3.84m, Bathroom: 2.25m x 1.72m with panelled bath, pedestal wash basin and wc, Bedroom Two (Small double) 3.00m x 2.72m

##### Second Floor

Stairs and Landing with store cupboard, Bedroom Three (Double): 4.61m x 3.8m, En-suite Shower Room with shower enclosure, pedestal wash basin and wc

##### Outside:

**Front:** Paved forecourt providing off road car parking

**Rear:** Shared pedestrian entry access to a paved yard, brick store and garden.

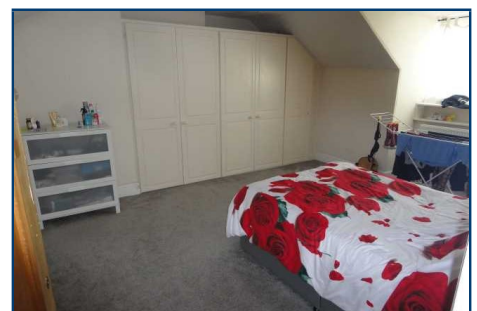
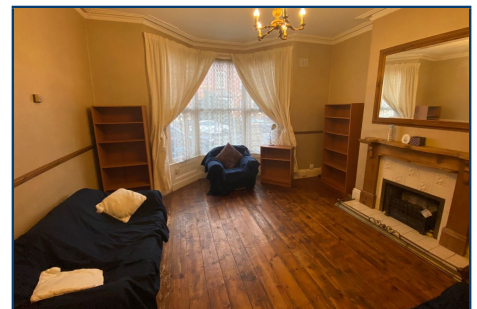
##### Legal Documents:

[www.cottons.co.uk](http://www.cottons.co.uk)



#### Viewings:

Via Cottons - 0121 247 2233





**LOT 13**
**Freehold Commercial/Residential, Part Investment/Vacant Property.**

\*Guide Price: £300,000 - £330,000 (+Fees)

**309 and 309a Alcester Road, Wythall, Birmingham, West Midlands, B47 5HJ**

**Property Description:**

A substantial investment opportunity comprising of two ground floor retail units and one two bedroom first floor flat. The property benefits from UPVC double glazing, gas fired central heating and all three units are separately metered. The property is located on Alcester Road in the heart of Wythall close to the junctions with both Silver Street and Houndsfield Lane. The two retail units are currently let however the first floor flat is vacant. A schedule of tenancies are detailed below

**Schedule of Tenancies:**

309, Envy Nails: Let on a lease currently producing a rental of £7,680 per annum

309a, JJ's Barber Shop: let on a lease currently producing a rental of £8,400 per annum

**First Floor Flat:**

Currently Vacant

**Accommodation:**
**Ground Floor:**
**Nail Bar:**

Salon Area and Store Room extending to: 32.65m (351 sq.ft)

**Barber Shop:**

Salon Area and WC: extending to 31.38m (338 sq.ft), Kitchenette 1.76m x 3.20m

**First Floor Flat:**

Entrance Hallway, Lounge: 4.54m x 4.48m, Kitchen: 4.06m x 3.30m, Bedroom 1: 4.54m x 3.37m, Bedroom 2: 3.97m x 2.96m intercommunicating with Bathroom having panelled bath with shower over, wash basin and WC: 2.95m x 1.52m

**Outside:**

Rear: Utility Room and WC: 2.25m x 1.57m, Garden area

Legal Documents – Available at

[www.cottons.co.uk](http://www.cottons.co.uk)

Viewings – Via Cottons – 0121 247 2233



**LOT 14**

**Leasehold Vacant Mid-Terraced House with Three Bedrooms**

\*Guide Price: £90,000 - £98,000 (+Fees)

**235 Groveley Lane, West Heath, Birmingham, West Midlands B31 4QB**

**Property Description:**

A mid-terraced house of two-storey brick construction, surmounted by a pitched tile clad roof, set back from the road behind a foregarden and benefitting from three bedrooms but requiring complete modernisation and refurbishment throughout.

The property offers potential for creation of off-road parking to the foregarden, along with the erection of a garage to the rear, which would be served by a shared right of way (subject to necessary consents/planning).

The property forms part of an established residential area and Groveley Lane (B4096) leads off Longbridge Lane which, in turn, leads directly off Bristol Road South (A38). The property is conveniently within approximately three quarters of a mile from Cofton Park and one mile from Longbridge Shopping Centre.

**Accommodation:**

**Ground Floor**

Porch, Entrance Hall, Lounge: 3.48m x 3.28m, Dining Room: 3.01m x 2.43m, Kitchen: 3.00m x 2.1m with pantry.

**First Floor**

Stairs and Landing, Bedroom One (Double): 3.28m x 2.67m, Bedroom Two (Double): 3.01m x 2.74m, Bedroom Three (Single) L'Shaped: 3.15m x 2.92m (max.), Bathroom: 2.07m x 1.78m with bath, wash basin and wc.

**Outside:**

**Front:** Walled foregarden, shared entry access to rear.

**Rear:** Concrete yard, partly lawned garden with potential for erection of a garage.

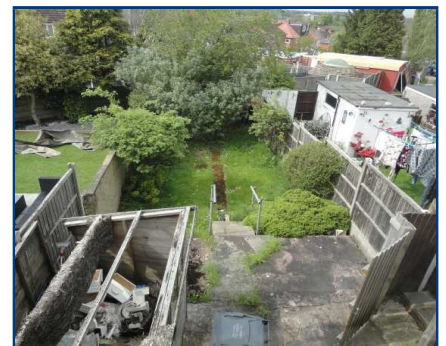
**Leasehold Information:••**

Lease Term: 99 years (less 3 days) from 25th December 1938.  
Ground Rent: £6.50 per annum.

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:** Via Cottons - 0121 247 2233



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## LOT 15

### Freehold Vacant Office Premises & Parking with Potential

\*Guide Price: £150,000 - £175,000 (+Fees)

**By Instruction of Dudley Metropolitan Borough Council**  
**69 Market Street, Stourbridge, West Midlands DY8 1AQ**

#### Property Description:

A double-fronted mid-terraced commercial premises of traditional three-storey brick construction, surmounted by a pitched tile clad roof, situated directly fronting Market Street opposite the junction with Drury Lane.

The property was most recently used as offices by the Citizens Advice Bureau and is now vacant, offering potential for re-development of alternative uses including residential (subject to necessary planning consent).

The property is located within Stourbridge Ring Road on the edge of the Town Centre and benefits from rear parking accessed from Victoria Street.

#### Accommodation:

##### Ground Floor

Entrance Hall, Room One: 18.27 sq m (196 sq ft), Room Two (Sub-divided): 10.71 sq m (115 sq ft), Room Three: 8.4 sq m (90 sq ft), Inner Hall with Cellar access, Store: 3.83 sq m (41 sq ft), Room Four: 13.26 sq m (142 sq ft), Room Five: 12.75 sq m (137 sq ft), including rear

access, toilet with wc and wash basin.

##### First Floor

Stairs and Landing, Room Six/Seven: 12.52 sq m (134 sq ft), Room Eight: 9.77 sq m (105 sq ft), Room Nine: 5.92 sq m (63 sq ft), Room Ten: 5.84 sq m (63 sq ft).

##### Second Floor

Stairs and Landing, Store: 2.88 sq m (31 sq ft), Lobby, Toilet with wc and wash basin, Room One: 9.44 sq m (101 sq ft), Room Two: 18.44 sq m (198 sq ft).

**Outside: (Rear):** Tarmacadam rear car parking area located off Victoria Street.

##### Gross Internal Area:

Ground Floor: 91.53 sq m (985 sq ft)

First Floor: 49.3 sq m (530 sq ft)

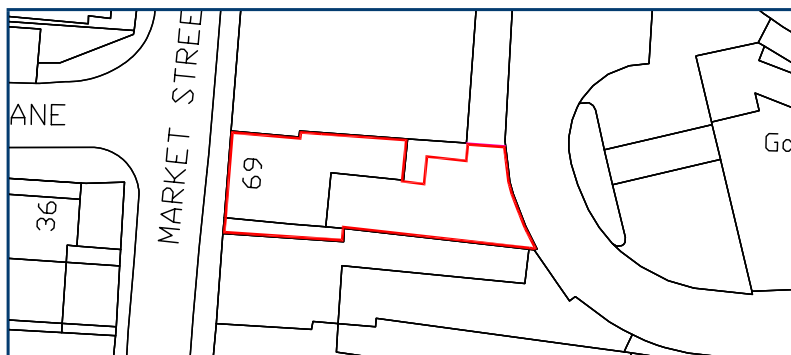
Second Floor: 50.71 sq m (546 sq ft)

**Total: 191.54 sq m (2,061 sq ft)**

##### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:** Via Cottons - 0121 247 2233



## LOT 16

### Freehold Land and Parking Spaces

\*Guide Price: £3,000 - £5,000 (+Fees)

**Freehold Land & Parking Spaces Rectory Grove, Birmingham, West Midlands B18 5SG**

#### Property Description:

A parcel of Freehold land registered under Land Registry Title No. WM315818 and comprising a driveway and yard which leads off Rectory Grove and are subject to Third Party Rights of Way over, along with three car parking spaces and a further smaller space.

The land is identified on the Land Registry Title Plan and all interested parties must satisfy themselves as to the extent of land by visiting the site and inspecting the legal documents.

Rectory Grove is a residential cul-de-sac which leads off Lodge Road between

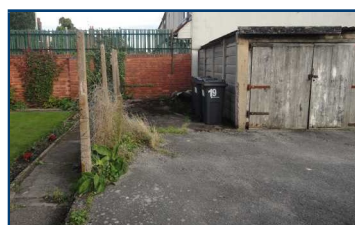
the junctions of Winson Green Road (A4040) and Bacchus Road.

#### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

#### Viewings:

External Only



## LOT 17

### Freehold Vacant Office Premises with Consent for Residential Conversion

\*Guide Price: £175,000 - £185,000 (+Fees)

#### 175 Waterloo Road, Yardley, Birmingham, B25 8LH

##### Property Description:

An end terraced property of brick construction surmounted by a tiled roof directly fronting the pavement. The property benefits from having UPVC double glazing and gas fired central heating. The property has previously been used as offices to the ground and first floor however now has Planning Consent granted for the change of use to residential. The property is located on Waterloo Road close to the junction with Forest Road which in turn is found off Coventry Road (A45) which provides direct access to Birmingham City Centre.

##### Planning:

Planning consent was granted by Birmingham City Council (Ref: 2021/06266/PA), and dated 27th August 2021 for the change of use from office (use class E(g)(i)) to a dwelling house (use class C3). A copy of the decision document and the proposed plans are available to view on the councils website [www.birmingham.gov.uk](http://www.birmingham.gov.uk).

##### Accommodation:

###### Ground Floor

Offices 1 to 2, Inner Hallway and Kitchen, Store Room, Stairs to

###### First Floor

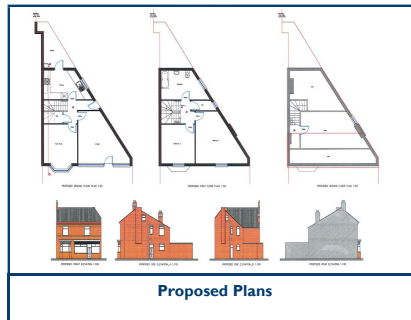
Offices 3 to 5, Stairwell to

###### Second Floor

Store Room and Loft space

**Legal Documents** – Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings** – Via Cottons – 0121 247 2233



## LOT 18

### Freehold Vacant Mid Terraced House with Two Bedrooms

\*Guide Price: £95,000 - £105,000 (+Fees)

#### 2 Laundry Road, Smethwick, West Midlands B66 4PR

##### Property Description:

A traditional mid terraced house of two storey brick construction, surmounted by a pitched replacement tile clad roof, requiring modernisation and improvement throughout. The property benefits from UPVC double glazed windows and doors (installed within the last 3 years) and gas fired central heating. The property is situated in a cul-de-sac which leads off Montague Road and is conveniently within half a mile from Cape Hill Shopping Centre, providing access to a wide range of retail amenities and services.

##### Accommodation:

###### Ground Floor

Reception Hall, Lounge (3.13x2.27m), Dining Room (3.73x3.33m), Kitchen (2.77x1.68m)

##### First Floor

Stairs and Landing, Bedroom One (double) 3.12x3.33m, Bedroom Two (double) 3.76x2.36m, Bathroom with bath and wc (2.75x1.66m).

##### Outside:

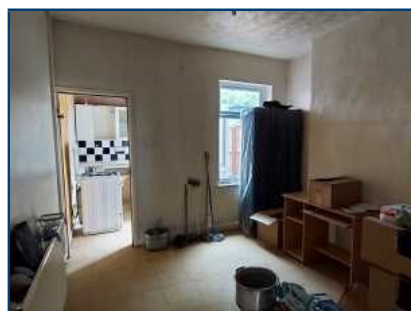
Rear: Paved yard, two brick stores, shared pedestrian right of way and paved garden

##### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

##### Viewings:

Via Cottons - 0121 247 2233





**LOT 19**
**Freehold Mid-Terraced House in a Prime Student Location - Investment**

\*Guide Price: £270,000 - £290,000 (+Fees)

**153 Dawlish Road, Selly Oak, Birmingham, B29 7AH**

**Property Description:**

A traditional mid-terraced house of two-storey brick construction, with rendered front elevation, surmounted by a pitched replacement tile clad roof and set back from the road behind a paved forecourt.

The property benefits from three bedrooms, mostly UPVC double glazed windows, gas-fired central heating and forms part of an established residential area situated in the heart of the Selly Oak Student area.

Dawlish Road leads directly off Bristol Road (A38) which contains a diverse range of retail and leisure amenities including bars, takeaways and restaurants and is within approximately half a mile from the University of Birmingham.

The property is currently let on an Assured Shorthold Tenancy as a single dwelling house at a rental of £795 per calendar month (£9,540 per annum) and offers potential to reconfigure the accommodation for the purposes of Student letting, including conversion of the loft area (all subject to planning consent and Building Regulations).

**Accommodation:**
**Accommodation:**
**Ground Floor**

Front Reception Room, Rear Reception Room, Kitchen with range of wooden panelled units, Lobby, Bathroom with panel bath having shower over, pedestal wash basin and wc.

**First Floor**

Stairs and Landing, Bedroom One (Double), Bedroom Two (Double), Inter-communicating with Bedroom Three (Single).

**Outside:**

**Front:** Paved forecourt.

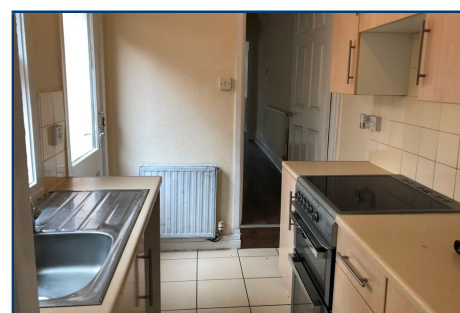
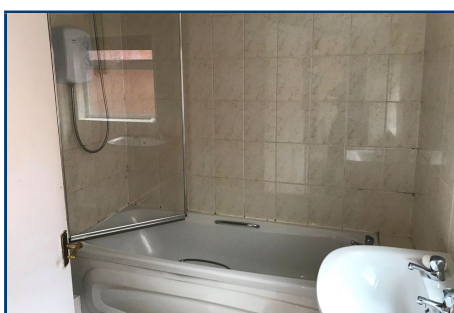
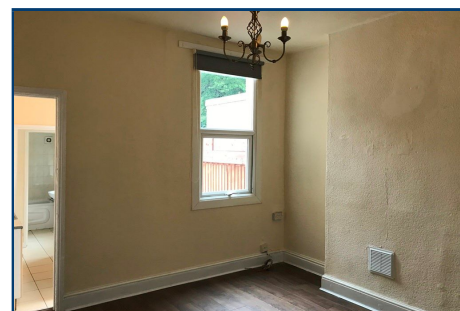
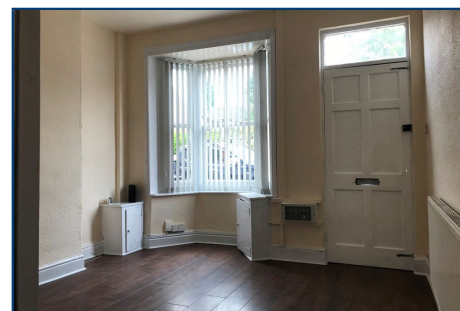
**Rear:** Enclosed garden with patio, store and rear pedestrian access.

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**

Via Cottons - 0121 247 2233





## LOT 20

### Freehold Vacant End Terraced House with Three Bedrooms

\*Guide Price: £110,000 - £118,000 (+Fees)

#### By Instruction of the Joint LPA Receivers

#### 195 Warstones Drive, Wolverhampton, West Midlands WV4 4NQ

##### Property Description:

An end terraced house of two-storey brick construction, surmounted by a pitched tile clad roof benefitting from UPVC double glazed windows, gas-fired central heating, three bedrooms and potential for off road car parking but requiring complete refurbishment and modernisation.

The property forms part of an established residential area known as Upper Penn and Warstones Drive leads directly off Warstones Road and the property is conveniently within approximately two miles to the south west of Wolverhampton City Centre.

##### Accommodation:

###### Ground Floor

Reception Hall, Lounge: 3.93m x 3.74m, Dining Room: 3.7m x 2.71m opening to Kitchen: 2.67m x 2.39m with Pantry cupboard, Covered Side Passageway with wc and stores.

###### First Floor

Bedroom One (Double): 3.34m x 3.19m, Bedroom Two (Double): 4.05m x 2.73m, Bedroom Three (Single): 2.78m x 2.28m (max.), Shower Room: 2.11m x 1.73m (fittings not connected).

##### Outside:

**Front:** A wide lawned foregarden with potential for off road car parking.

**Rear:** Patio and Lawned garden.

##### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

##### Viewings:

Via Cottons - 0121 247 2233



## LOT 21

### Freehold Mid Terraced House with Three Bedrooms - Investment

\*Guide Price: £150,000 - £160,000 (+Fees)

#### 102 Hagley Road West, Warley, Smethwick, West Midlands B67 5EZ

##### Property Description:

A traditional mid terraced house of brick construction surmounted by a pitched replacement tile clad roof, set back from the road behind a block paved forecourt and benefitting from three bedrooms, uPVC double glazed windows and gas fired central heating.

The property is situated between the junctions of Harborne Road and Beechwood Road forming part of a terrace of similar properties fronting Hagley Road West which is one of the main arterial routes into Birmingham City Centre lying within approximately 3 miles to the east. Lightwoods Park and Warley Woods are both within a third of a mile and retail amenities are available in both Bearwood and Quinton being within one mile.

The property is currently let on an Assured Shorthold Tenancy at a rental of £700 per calendar month (£8,400 per annum). The tenants have been in occupation since 2011.

##### Accommodation

###### Ground Floor

Reception Hall, Front Reception Room, Rear Reception Room, Kitchen, Rear Entrance Hall, Shower Room with glazed shower enclosure, pedestal wash basin, wc.

###### First Floor

Stairs & Landing, Bedroom One (double), Bedroom Two (double) intercommunicating with Bedroom Three (single).

##### Outside:

**Front:** Block paved forecourt

**Rear:** Block paved yard and lawned garden.

##### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

##### Viewings:

Via Cottons - 0121 247 2233





**LOT 22**
**Leasehold Flat Investment with Excellent Commuting to City Centre**

\*Guide Price: £83,000 - £93,000 (+Fees)

**40 Marsland Close, Edgbaston, Birmingham, West Midlands B17 8NG**
**Property Description:**

A well laid out second floor flat forming part of a purpose built development located in a cul-de-sac leading directly off Hagley Road (A456) which provides ease of commuting by public transport, bike or car to Birmingham City Centre, lying within two miles to the east. The property benefits from uPVC double glazed windows, gas fired central heating and communal parking area.

The property is currently let on an assured shorthold tenancy at a rental of £460 pcm. (£5,520 per annum)

**Accommodation:**

**Ground Floor:** Communal hall & stairs to:

**Second Floor**

Entrance Hall, Kitchen Diner: 4.27m x 2.26m with range of fitted units, Living Room: 3.92m x 3.08m, Double Bedroom: 4.54m x 3.1m, Bathroom: 2.81m x 1.34m with panelled bath having shower attachment, wash basin and wc.

**Leasehold Information:**

Lease Term: 150 Years from 25th March 1958.

Ground Rent: £10 per annum.

Service Charge: refer to Legal Pack

**Legal Documents:** Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:** Via Cottons - 0121 247 2233


**--- Legal Documents Online ---**


Legal documents for our lots are now or will be available online. Where you see the icon on the website you will be able to download the documents.

Please note all Legal Packs are available on our website and all parties wishing to inspect a Legal Pack must register their correct details and password with the site. The Legal Packs are updated regularly during our marketing but documents may be added or changed during this period prior to the auction. Whilst we will endeavour to inform all persons registered for Legal Packs of any changes it is the responsibility of all bidders to re-check the Legal Packs for any changes prior to bidding and the Auctioneers/ Vendors accept no liability whatsoever for a bidder not adhering to this advise.

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## LOT 23

### Freehold Residential Investment (Three Storey, Five Bedroom, HMO) \*Guide Price: £290,000 - £320,000 (+Fees)

27 Summerfield Crescent, Edgbaston, Birmingham, West Midlands, B16 0EL



#### Property Description:

A semi-detached property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden and driveway giving access to side garage. The property is currently used as a HMO (House of multiple occupation) Licence Number: R21730. The property benefits from having UPVC double glazing and gas fired central heating. The property further benefits from energy efficient upgrades and has undergone refurbishment works including a new downstairs shower room, toilet and utility and first floor rear bedroom with en suite. The roof space has been fully insulated; the external walls have had Iko Enertherm PIR 25mm Insulation Board overlaid with celotex 37.5mm thermal pir board installed. This provides 50mm insulation to the inside face of the external walls. The property also has a 3.6KW Solar Photovoltaic installation installed which qualifies for the Feed in Tariff (FIT) Scheme. Installed in 2012 and has over 15 years remaining currently generating over £1K a year income. The property is located on Summerfield Crescent backing directly onto Edgbaston Reservoir, with a south facing rear garden and situated close to the junction with Link Road. A two minute walk from the new Urban Splash regeneration development on Icknield Port Loop. The area surrounding the reservoir is currently undergoing a multi million pound regeneration programme. Summerfield Crescent has excellent links to Birmingham's canal walks, five minute drive, ten minute bus journey into the City centre and close to all bus routes taking you to the heart of central Birmingham. In the opposite direction a ten minute walk from City Hospital and local high street.

Summerfield Crescent, has unrestricted parking and is located just outside Birmingham's Congestion zone

#### Schedule of Tenancies

**Room 1:** £495 pcm (£5,940 per annum)  
**Room 2:** Currently Vacant  
**Room 3:** Currently Vacant  
**Room 4:** £525 pcm (£6,300 per annum)  
**Room 5:** £450 pcm (£5,400 per annum)

#### Accommodation:

(All measurements are maximum length & width)

#### Ground Floor

Entrance Hallway, Room 1 (4.12 x 3.61m), Communal Lounge (3.40 x 3.70m), Kitchen (4.17 x 2.52m), Basement (3.32 x 3.57m), Utility Room (1.79 x 2.41m), WC (0.85 x 1.08m) and Shower Room (2.32 x 2.17m) having shower cubicle and WC.

#### First Floor

Room 2 (3.86 x 2.45m) having en-suite Shower, wash basin and wc, Room 3 (3.41 x 2.87m) and Room 4 (3.43 x 4.66m).

#### Second Floor

Room 5 (4.17 x 2.92m).

#### Outside:

**Front:** Walled foregarden and driveway giving access to garage and allowing for off road parking  
**Rear:** Patio area and lawned garden.

**Legal Documents** – Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings** – Via Cottons – 0121 247 2233





**LOT 24**
**Freehold Mid Terraced House with Three Bedrooms - Investment**

\*Guide Price: £110,000 - £120,000 (+Fees)

**14 Butler Street, West Bromwich, West Midlands B70 9ND**
**Property Description:**

A mid-terraced house of two-storey traditional brick construction, surmounted by a pitched slate clad roof, benefitting from double glazed windows, gas-fired central heating and three bedrooms.

Butler Street comprises of a cul-de-sac and is located via Hayes Street and Coppice Street, off Claypit lane, and the property is conveniently within quarter of a mile from local retail shops at Carters Green and half a mile from West Bromwich Town Centre.

The property is currently let on an Assured Shorthold Tenancy at a rental of £450 per calendar month (£5,400 per annum).

**Accommodation**
**Ground Floor**

Front Reception Room, Rear Reception Room, Kitchen, Rear Entrance Hall, Shower Room with glazed shower enclosure, pedestal wash basin and wc.

**First Floor**

Stairs and Landing, Bedroom One (Double), Bedroom Two (Double), Bedroom Three (Single).

**Outside:**

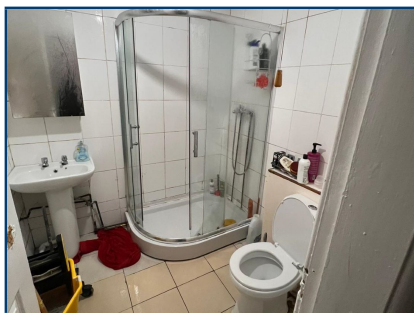
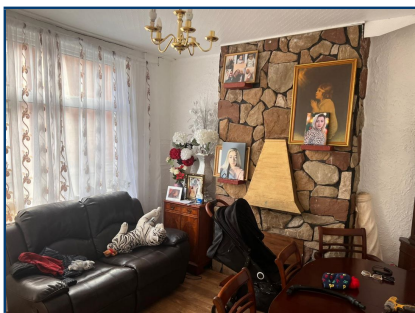
**Rear:** Shared entry access, yard and garden.

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**

Via Cottons - 0121 247 2233


**LOT 25**
**Freehold Vacant, Semi Detached House (3 Double Bedrooms).**

\*Guide Price: £160,000 - £180,000 (+Fees)

**142 Church Road, Erdington, Birmingham, West Midlands B24 9BD**
**Property Description:**

A three bedroom double fronted semi-detached property of rendered brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property benefits from having UPVC double glazing and gas fired central heating. The property is located on Church Road close to the junction with Spring Lane. Church Road can also be found off High Street which provides a wide range of shops and amenities. The property is also approximately within a miles distance from Junction 6 of the M6 Motorway Network

**Accommodation:**
**Ground Floor**

Entrance Hallway, Lounge: (5.12 x 3.66m),

Dining Room: (4.00 x 3.50m), Kitchen: (2.87 x 3.18m), Stairs to Cellar (5.23 x 3.76m).

**First Floor**

Bedroom 1: (4.51 x 3.64m), Bedroom 2: (3.39 x 3.52m), Bedroom 3: (3.17 x 3.40m), Family Bathroom having panel bath with wash basin and separate Shower Room with shower cubicle and WC

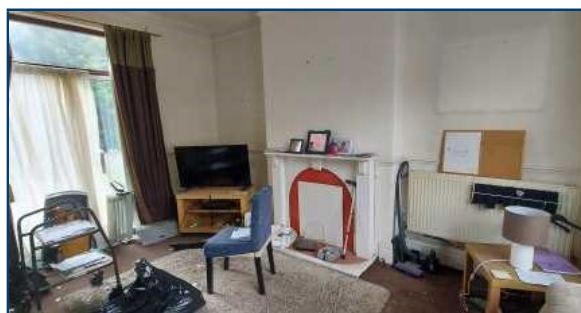
**Outside:**

**Front:** Walled foregarden

**Rear:** Patio area and lawned garden

**Legal Documents** – Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings** – Via Cottons – 0121 247 2233





## LOT 26

### Freehold Vacant Property (Former 10 Bedroom Care Home)

\*Guide Price: £465,000 - £495,000 (+Fees)

Slademere House 374-376 Slade Road, Erdington, Birmingham, West Midlands, B23 7LP



#### Property Description:

A substantial residential opportunity comprising of two traditional rendered brick dwelling houses having replacement tile clad roofs and having been merged into one property. The property has previously been used as a 10 bedroom care home however may provide scope for alternative uses (Conversion to Flats, HMO or two separate dwelling houses, all subject to obtaining the correct planning permission). The property benefits from all bedrooms having a wash basin, UPVC double glazing, gas fired central heating, mains fire detection system and alarm, off road parking to the rear and is offered for sale in presentable condition. The property occupies a prominent corner position at the junction with Mere Road and Slade Road and is within half a mile of Junction 6 of the M6 Motorway.

#### Accommodation:

##### Ground Floor

Twin Reception Halls, Bedroom 1, Bedroom 2, Bedroom 3, Bedroom 4, Office, Dining Room, Kitchen, Store, Laundry Room, Shower Room and WC

#### First Floor

Twin Stairs and Landing, Shower Room, Bathroom, Bedroom 5, Bedroom 6, Bedroom 7, Bedroom 8, Bedroom 9, Bedroom 10

#### Outside

**Front:** Walled paved foregarden

**Rear:** Yard, covered yard, lawned garden, bin store/compound and brick built garage (Now Bricked up) with access via a shared driveway leading off Mere Road

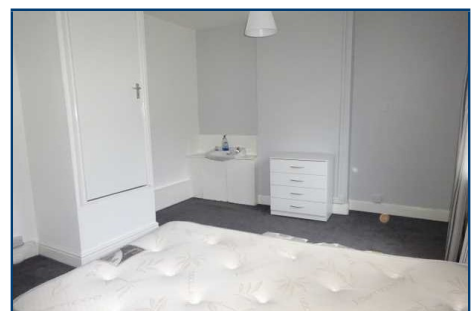
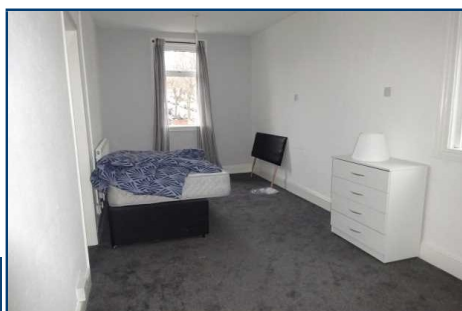
#### Planning:

The current owners have had plans drawn up and submitted an application to Birmingham City Council for the erection of a detached two storey house at the rear of the property fronting Mere Road, they have not received a decision and all interested parties must make their own enquiries with the council prior to bidding, a copy of the proposed plans and paperwork will be included within the Legal Pack.

**Legal Documents Available at** [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings Via Cottons – 0121 247 2233**

This plan is for identification purposes only. Please refer to the Legal Pack for confirmation of the exact site boundaries





**LOT 27**
**Freehold Vacant Modern Townhouse with Four Bedrooms**

\*Guide Price: £180,000 - £200,000 (+Fees)

**8 Coverack Road, Dukes Park, Bilston, West Midlands, WV14 8GH**

**Property Description:**

An attractive modern Townhouse built in approximately 2012 by Barratt Homes as part of an estate development, known as Dukes Park which is located off Great Bridge Road (A4098).

The property is set back behind a paved foregarden and driveway and provides well laid out accommodation benefitting from gas-fired central heating, UPVC double glazed windows, four bedrooms (one En-Suite), garage and off-road car parking.

Coverack Road leads via Mullion Drive and Constantine Way, off Great Bridge Road, conveniently within one mile from both Bilston and Wednesbury Town Centres and two miles from Gallagher Retail Park and the M6 Motorway (Junction 9).

**Accommodation:**
**Ground Floor**

Entrance Hall, Cloakroom with wc and wash basin, Lounge: 5.85m x 4.57m,

Dining Kitchen: 4.57m x 2.74m, with store cupboard, range of attractive fitted units and French doors, Integral Garage: 5.62m x 1.9m.

**First Floor**

Stairs and Landing, Bedroom One: 4.03m x 2.68m, En-suite Shower Room with wc and wash basin, Bedroom Two: 4.57m x 2.57m, Bedroom Three: 3.56m x 2.57m, Bedroom Four: 3.61m x 1.98m, Family Bathroom with bath, wash basin and wc.

**Outside:**

**Front:** Paved forecourt and tarmac driveway leading to garage.

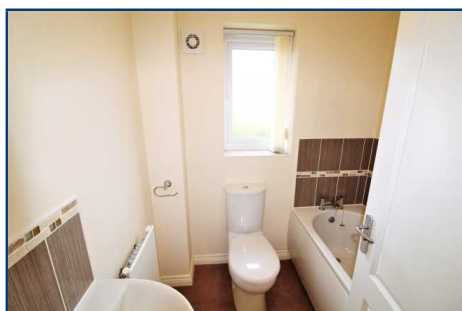
**Rear:** Enclosed lawned garden.

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**

Via Cottons - 0121 247 2233





## LOT 28

### Freehold Vacant Property Set Out Over 3 Floors \*Guide Price: £320,000 - £360,000 (+Fees)

The Black Lion Main Road, Dorrington, Shrewsbury, Shropshire, SY5 7JD



#### Property Description:

A substantial three storey Grade II listed split level property that has been refurbished and improved and offers the potential for further development. The ground floor until recently has been used as commercial space (offices/retail/studio or workshop space) and totals a gross internal floor area of approximately 1507 sq.ft. but now has full consent for residential usage.

The first and second floors house residential accommodation containing five bedrooms, lounge, dining Kitchen, conservatory, bathrooms along with attic store rooms that have yet to be converted. The property is located on the Main Road through Dorrington adjacent with the junction of The Fold. Dorrington is a popular commuter village which is located approximately 6 miles south of Shrewsbury and 7 miles north of Church Stretton.

The village itself contains numerous Amenities including a Church, a Primary School, Newsagent, Butchers, Public House, Hair Salon and Restaurant.

#### Accommodation:

##### Ground Floor

Reception Hallway, Office 1, Office 2, Office 3, Stores 1 to 4, approximately 1,507 sq.ft, Stairs

##### First Floor

Lounge: (4.93 x 5.16m), Conservatory: (3.76 x 3.28m), Kitchen/Diner: (7.01 x 4.72m), Laundry Room, Bedroom 1: (4.88 x 4.22m), Bedroom 2: (4.88 x 3.12m), Bathroom and Landing, Stairs

##### Second Floor

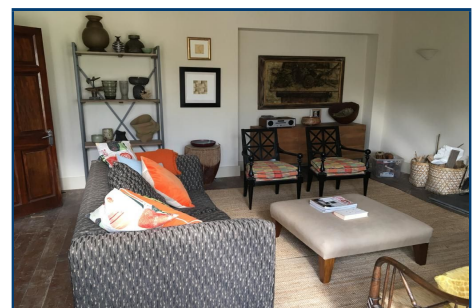
Bedroom 3: (4.88 x 3.35m), Bedroom 4: (4.88 x 2.54m), Bedroom 5: (4.57 x 3.66m), Bedroom 5 has an en-suite shower room with shower cubicle, wash basin and WC, Attic Store Room 1: (5 x 2.87m), Attic Store Room 2: (3.61 x 3.05m)

##### Outside:

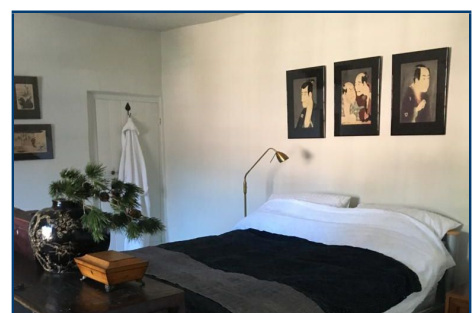
Rear: Lawned garden and off road parking to the side of the building

**Legal Documents:** – Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**– Via Cottons – 0121 247 2233



This plan is for identification purposes only. Please refer to the Legal Pack for confirmation of the exact site boundaries





**LOT 29**
**Freehold Vacant Semi Detached House with Three Bedrooms**

\*Guide Price: £115,000 - £125,000 (+Fees)

**58 Pembridge Close, Bartley Green, Birmingham, West Midlands B32 4JZ**
**Property Description:**

A linked semi-detached two-storey house, surmounted by a pitched interlocking concrete tile clad roof, set back behind a lawned fore-garden and benefitting from three bedrooms, uPVC double glazed windows and gas fired central heating but requires some modernisation and upgrading.

Pembridge Close leads off Balmoral Road and forms part of an established residential area located on the western outskirts of Birmingham, close to the M5 Frankley Services and within less than a mile from open country side, Bartley Reservoir and Woodgate Park. Birmingham City Centre lies within approximately 6 miles to the north east.

**Accommodation:**
**Ground Floor**

Entrance Porch, Reception Hall, Lounge: 3.57m x 3.49m, Kitchen / Diner: 5.40m x 3.51m,

**First Floor**

Stairs and Landing, Bedroom One (Double): 4.51m x 2.59m, Bedroom Two (Double): 2.89m x 2.59m, Bedroom Three (Single): 2.70m x 2.69m (min.), Bathroom: 1.69m x 1.47m with bath and wash basin, Separate W.C..

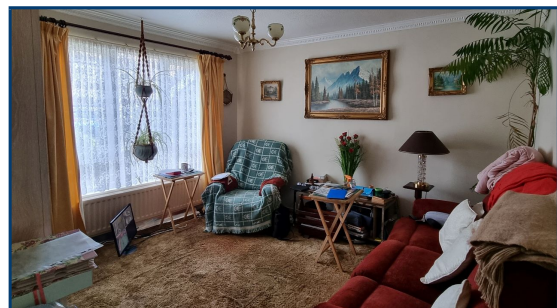
**Outside:**

**Front:** Lawned fore-garden and driveway to Garage: 5.33m x 2.59m.

**Rear:** Lawned garden with timber fence boundaries.

**Legal Documents:** Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:** Via Cottons - 0121 247 2233


**DEPOSITS AND ADMINISTRATION FEE**

On the fall of the hammer the successful bidder will be deemed to have legally purchased the lot and will be required to pay a deposit representing 10% of the purchase price (subject to a minimum of £2000) and in addition an Administration fee of £1,250 (inclusive of VAT) being payable on each lot purchased whether purchasing prior, during or after auction, except for lots with a purchase price of £10,000 or less then the fee will be £250 (inclusive of VAT). All bidders must ensure that when arriving in the sale room that they have sufficient means to pay the required monies should their bid be successful.

**Auction deposits may be paid by the following methods**
**Card Payments**

- Please note that we accept Visa and Mastercard Personal Debit Cards
- Personal Credit Cards are NOT accepted
- Business or Corporate Cards are accepted, which are subject to a surcharge of 1.8%
- All Cards must be Chip & Pin enabled

All purchasers are requested to ensure that cleared funds are available on the day of the auction which may entail a transfer of funds to their bank account three days before the auction.

**If you need any help please contact the Auction Team Tel 0121 247 2233**



## LOT 30

### Freehold Vacant Supermarket & Substantial Storage/Warehouse Facilities

\*Guide Price: £220,000 - £250,000 (+Fees)

#### Disposal due to Retirement

242 High Street, Erdington, Birmingham, West Midlands, B23 6SN



#### Property Description:

A Retail and Warehouse Premises of traditional three storey brick construction, surmounted by a pitched slate clad roof with a large part two-storey extension to the rear with flat roof and situated directly fronting High Street within Erdington Shopping Centre.

The property has traded for many years as Robinsons Supermarket and has been adapted and much improved to provide extensive storage accommodation over three floors to cater for the high turnover which the business has generated and includes first floor loading access off High Street and internal cage lift.

The property is located to the southern section of High Street, close to Six Ways island and forms part of the busy High Street containing a wide range of local retail amenities and services, serving the surrounding residential area.

#### Accommodation:

##### Ground Floor

Retail/Supermarket: 102.0sq.m (1,099sq.ft), Store Room: 112.0sq.m (1,206sq.ft), Office: 6.0sq.m (65sq.ft), Rear Store: 44.7sq.m (482sq.ft), Kitchen: 7.5sq.m (80sq.ft)

##### First Floor

External stairs to Front Store: 48.0sq.m (516sq.ft) with loading access doors to High Street and cage lift/hoist between floors 1 and 2, Rear Store: 77.8sq.m (837sq.ft).

##### Second Floor

Store Room: 40.2sq.m (433sq.ft)

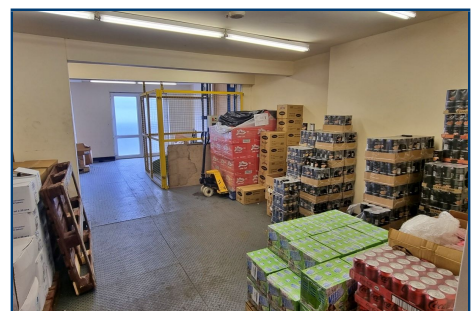
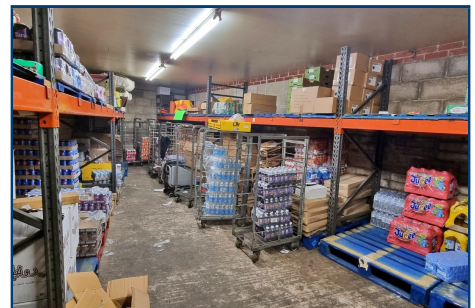
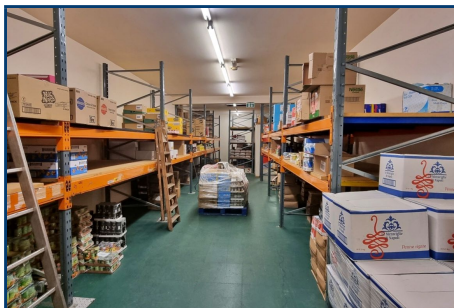
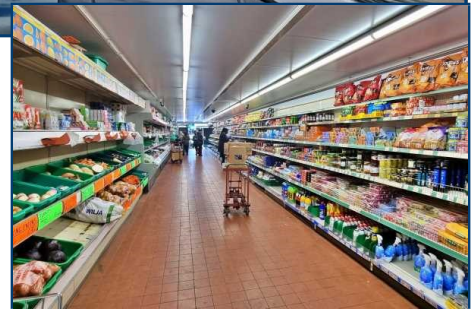
**Total floor Area: 438.2sq.m (4,716sq.ft)**

#### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:** Via Cottons - 0121 247 2233

**Note:** The property is being sold due to the owners retirement having traded as greengrocers since 1984. All stock will be available on completion at valuation.





**LOT 31****Freehold Vacant Retail and Warehouse (with Potential for Sub-Division)**

\*Guide Price: £250,000 - £280,000 (+Fees)

**Former Concord Discount Market 66 High Street, Brierley Hill, West Midlands, DY5 3AW****Property Description:**

A substantial Retail Unit and Warehouse, previously known as Concord Discount Market, of brick construction, having a two-storey section fronting High Street and extending back with a large single storey extension, having direct access from Mill Street and providing the property with potential to be sub-divided. The first floor accommodation provides further potential for conversion to residential accommodation (subject to obtaining planning consent).

The property is situated adjacent to Poundstretcher, in the centre of Brierley Hill Town, containing a wide range of retail amenities and services.

The property requires repair and refurbishment throughout.

**Accommodation:****Ground Floor**

Front Unit - Large Retail Shop: 168.41 sq m (1,812 sq ft), with frontage to High Street.

Rear Unit - Rectangular Warehouse: 326.92 sq m (3,519 sq ft), with customer access having roller shutter protection directly from Mill Street.

**First Floor**

Stairs to various rooms, providing potential for residential conversion and/or vertical extension (subject to planning): 82.71 sq m (890 sq ft).

**Gross Internal Area**

Ground Floor: 495.33 sq m (5,331 sq ft).

First Floor: 82.71 sq m (890 sq ft)

**Total: 578.04 sq m (6,222 sq ft)**

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:** Via Cottons - 0121 247 2233

**All parties viewing the property do so with upmost caution and entirely at their own risk. Strong footwear and a torch are highly recommended and neither the Seller nor Auctioneers accept any liability for any injury or harm caused.**



ACCESS FROM MILL STREET



This plan is for identification purposes only. Please refer to the Legal Pack for confirmation of the exact boundaries.

\*Refer to Guide and Reserve Price Definitions on Inside Cover.



**LOT 32**

**Freehold Vacant Possession (Three Bedroom House)**  
\*Guide Price: £140,000 - £150,000 (+Fees)

**630 Tyburn Road, Erdington, Birmingham, West Midlands B24 9RP**

**Property Description:**

A mid-terraced house of two-storey brick construction, surmounted by a pitched tile roof and set back from the road behind a block paved foregarden allowing for off road parking. The property benefits from UPVC double glazing and gas fired central heating. The property is located on the Tyburn Road (A38) close to the junction with Quilter road and approximately one mile to the south of Erdington Town Centre and three miles to the north east of Birmingham City Centre.

**Accommodation:**

(All measurements are maximum length & width)

**Ground Floor**

Entrance Hall, Lounge: 4.76m x 3.63m,

Dinning Area: 4.24 x 3.71, Kitchen Area: 4.19m x 1.76m

**First Floor**

Stairs and Landing, Bedroom One (Double): 3.63m x 2.85m, Bedroom Two (Double): 4.24m x 2.86m, Bedroom Three (Single) 2.72m x 2.28m, Bathroom: 2.08m x 2.24m with panel bath with shower over, pedestal wash basin and wc.

**Outside:**

**Front:** Block Paved foregarden allowing for off-road car parking.

**Rear:** Patio area and lawned garden.

**Legal Documents:** - Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:** - Via Cottons - 0121 247 2233



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**LOT 33**
**Freehold Vacant Terraced Property**  
 \*Guide Price: £145,000 - £155,000 (+Fees)

**33 High Street, Quinton, Birmingham, West Midlands, B32 1AG**

**Property Description:**

A mid terraced property of rendered brick construction surmounted by a tiled roof. The property benefits from having UPVC double glazing, gas fired central heating, two reception rooms, two bathrooms, two double bedrooms and converted loft space. The property does require some modernisation and improvement. The property is currently a two bedroom terraced house but would have potential to create a third bedroom in either the first floor bathroom or loft. The property is located on High Street which in turn is found off Hagley Road West (A458) and the property is within approximately 2 miles from Junction 3 of the M5 Motorway and approximately 3 miles from Birmingham City Centre.

**Accommodation:**

(All measurements are maximum length & width)

**Ground Floor**

Entrance Porch, Lounge: (4.88 x 3.91m), Dining Room: (3.63 x 3.96m), Kitchen: (4.30 x 2.59m), Inner Lobby, Bathroom: (3.56 x 2.00 m) with panel bath, shower cubicle, wash basin and WC, Stairs

**First Floor**

Bedroom 1: (3.69 x 3.90 m), Bedroom 2 (3.65 x 2.97 m), and Shower Room: (3.02 x 2.09 m), having shower cubicle, wash basin and WC,

**Second Floor**

Converted Loft Space (no stairwell) (5.76 x 3.86 m with restricted height)

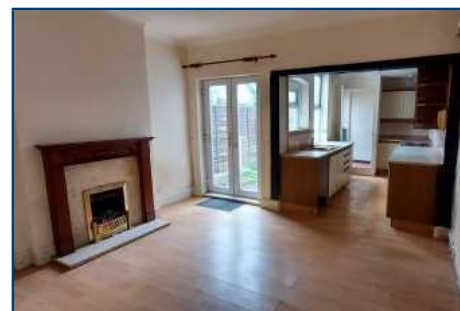
**Outside:**

**Front:** Small foregarden

**Rear:** Patio area and lawned garden

**Legal Documents** – Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings** – Via Cottons – 0121 247 2233



## LOT 34

**By Instructions of The Woodbourne Group PLC**

**The Former Pheasant Inn, 273 Abbey Road, Warley, Smethwick, West Midlands B67 5NQ**



### Property Description:

A residential development opportunity occupying a site formerly known as the Pheasant Public House extending to an area of Circa 1.53 Acres and prominently situated at the junctions of Abbey Road and Pottery Road in the popular residential suburb of Warley.

The plot itself is roughly rectangular in shape and comprises of two separate elements:

Firstly - the former public house which is in a derelict condition and has Planning Consent for demolition providing an opportunity for redevelopment of the site thereafter.

Secondly - the site to the rear of the public house which is accessed off Pottery Road and is officially registered The Woodlands B68 9BA, having Planning Consent for the development of 14 semi detached dwellings with estate road and landscaping. With the exception of the public house the site has been cleared pending redevelopment.

The site is located in a popular and well regarded residential area conveniently within a quarter of a mile from Warley Woods Park, half a mile from Wolverhampton Road (A4123) which provides direct access to the town of Dudley and City of Wolverhampton, one mile from Bearwood Shopping Centre and four miles to the west of Birmingham City Centre.

### Planning:

#### The Former Pheasant Public House

Planning Consent was granted by Sandwell Metropolitan Borough Council on the 26th of November 2021 (Ref: PD/21/01948) for the proposed demolition of the Pheasant Public House. Following demolition, the site provides additional redevelopment opportunities and agents on behalf of

the seller have prepared and submitted a Pre-App for this site detailing a scheme of 6 x 3 bedroom townhouses and 11 x one /two bedroom apartments. This document is available on our website and all interested parties should make their own enquiries regarding the viability of the scheme.

#### The Woodlands Development

Planning Consent was granted by Sandwell Metropolitan Borough Council on the 10th of January 2020 (Ref: DC/19/63479) for the proposed development of 14 no. 3 bedroom dwellings with associated access works and landscaping to include alterations of the existing pub car park. The Woodlands Development has a CIL liability of £41,462 with no affordable housing requirement.

The Woodlands Development comprises 14 semi-detached houses of modern two storey construction with the following house types:

#### Type 1: (Wayside) Quantity - 7

Each with:

##### Ground Floor

Dining Kitchen, Cloakroom with WC, Living Room

##### First Floor

Master Bedroom with en-suite shower room, Bedroom 2, Bedroom 3, Bathroom

Total Floor Area: 81sq.mtrs (873 sq.ft)

#### Type 2: (Greenacres) Quantity - 5

Each with:

##### Ground Floor

Dining Kitchen, Cloakroom with WC, Living Room and Integral Garage

##### First Floor

Master Bedroom with en-suite shower room, Bedroom 2, Bedroom 3, Study and Bathroom

Total Floor Area: 93sq.mtrs (1002 sq.ft) (excluding garage)

#### Type 3: (Oaklands) Quantity - 2

Each with:

##### Ground Floor

Dining Kitchen, Cloakroom with WC, Living Room

##### First Floor

Master Bedroom with en-suite shower room, Bedroom 2, Bedroom 3, Bathroom

Total Floor Area: 80sq.mtrs (860 sq.ft)

Further details of the development of are available on the the Auctioneers Website [www.cottons.co.uk](http://www.cottons.co.uk) and full planning details are available on Sandwell MBC website

**Note:** The site is held in a Special Purpose Vehicle (SPV) as the sole asset. Whilst the auction sale is for the site contained within Land registry tile No. WM737837, following exchange of contracts, the buyer can choose to purchase the site within the SPV which will provide the following benefits:

1. No VAT payable on purchase price.
2. Stamp duty will be 0.5% of the purchase price.

All details will be available within the legal documents and interested parties should seek professional advice prior to bidding.

**Legal Documents** – at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings** – Via Cottons – 0121 247 2233





**Freehold Residential Development Site - Circa 1.53 acres**  
\*Guide Price: £1,500,000 - £1,750,000 + 20% Vat (+Fees)



**LOT 35**

**Freehold Vacant Modern Detached House with Six Double Bedrooms**

\*Guide Price: £490,000 - £520,000 (+Fees)

**59 Frederick Road, Selly Oak, Birmingham, West Midlands, B29 6NX**



**Property Description:**

An executive detached modern three storey dwelling house of cavity wall construction with multi pitched tile clad roof, privately situated within a secure gated plot located directly off Frederick Road. The property has recently undergone refurbishment and redecoration works and provides extensive family accommodation which includes six double bedrooms and benefits from gas fired central heating, double glazed windows and ample off-road parking.

Frederick Road forms part of a popular and established predominantly residential area and leads directly off Gibbins Road which, in turn, leads off Harborne Lane (A4040). The property is within a short walk of Selly Oak Park and conveniently within a quarter of a mile from Selly Oak Retail Park and approximately one mile to the south of Harborne High Street.

**Planning**

The property was originally built as a house before being converted to a children's day nursery and has now been returned back to dwelling following grant of planning consent by Birmingham City Council on 4th May 2022 (Ref: 2022/01172/PA). The has not yet been assessed for council tax but was originally Band E when it was built.

**Accommodation:**

**Ground Floor**

Reception Hall, Cloakroom with wc and wash basin, Sitting Room: 9.91m x 3.87m, Conservatory: 6.12m x 4.01m, Lounge/Dining Room ('L' Shaped): 13.08m x 5.66m max, Dining Kitchen: 5.50m x 5.37m with extensive range of modern fitted units, Study: 3.73m x 2.58m.

**First Floor**

Stairs and Large Landing Area, Bedroom One: 5.55m x 4.22m; Bedroom Two: 5.93m x 2.69m, Bedroom Three: 4.15m x 3.88m, Bedroom Four: 4.12m x 3.88m, Bathroom One: 2.77m x 2.62m, Separate Toilet with wc, Bathroom Two: 2.77m x 2.62m

**Second Floor**

Stairs and Large Landing Area, Toilet with wc and wash basin, Bedroom Five: 6.00m x 3.90m, Bedroom Six: 6.00m x 2.54m.

**Outside:**

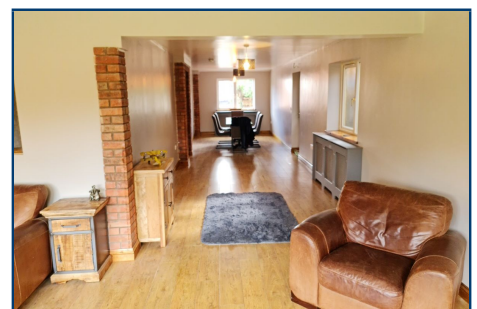
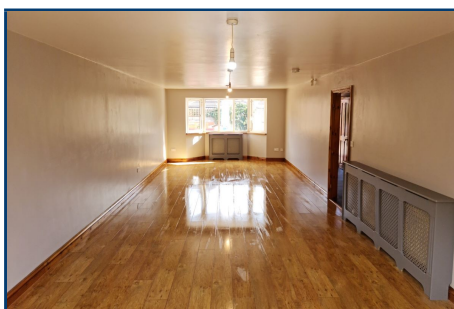
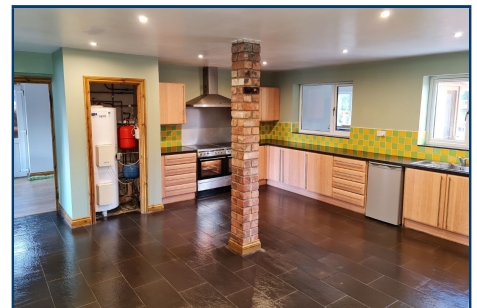
Secure gated driveway to large gravelled forecourt/parking area, covered side storage and rear lawned garden.

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**

Via Cottons - 0121 247 2233





## LOT 36

### Freehold Development Land, Planning for Industrial Unit, Offices & Parking

\*Guide Price: £260,000 - £280,000 (+Fees)

#### Land at, Summerton Road, Oldbury, Sandwell B69 2GF

##### Property Description:

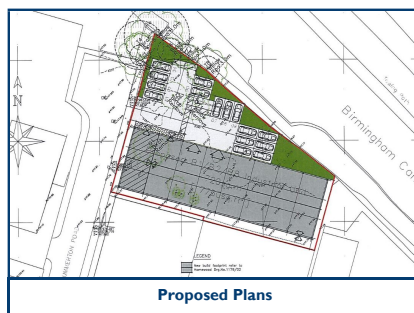
A parcel of freehold land extending to a total site area of approximately 0.41 acres (1,664 mt.sq). The land benefits from having Planning Consent granted by Sandwell Metropolitan Borough Council for the erection of a proposed Industrial Unit with ancillary offices extending to 720 mt.sq (7,750 sq.ft) with associated parking for 16 car spaces. The land forms part of a mixed commercial and residential area. Summerton Road is located off Brades Road.

##### Planning:

Planning Consent was granted by Sandwell Metropolitan Borough Council (Ref: DC/21/66106) and dated 4th of March 2022 for the proposed erection of an industrial unit (Use Class E (G) (iii) Industrial Processes with ancillary offices and associated parking. The decision document and associated drawings are available to view on the Council's web page [www.sandwell.gov.uk](http://www.sandwell.gov.uk)

**Legal Documents** – Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings** – External Only



## LOT 37

### Freehold Pasture Land located within Sutton Coldfield - Circa 2.86 acres

\*Guide Price: £60,000 - £70,000 (+Fees)

#### Land at, Hillwood Road, Sutton Coldfield, West Midlands B75 5QP

##### Property Description:

A parcel of Freehold Land, roughly rectangular in shape, laid to pasture and extending to an area of approximately 2.86 Acres (1.157 Hectares).

The land is accessed by a gated entrance off Hillwood Road and is ring-fenced by a mature hedge and slopes gently to the south.

The land is located to the eastern section of Hillwood Road approximately 150 metres from the Junction with Worcester Lane.

The land is situated between two residential dwellings and immediate surrounding area is predominantly agricultural pasture and arable land.

The land is located on the outskirts of the well-regarded town of Sutton Coldfield, approximately two miles to the north of Sutton Coldfield Town Centre.

##### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:** External Only.

**Note:** The postcode is used, is for location purposes only





## LOT 38

### Freehold Vacant Terraced House in Sought After Location

\*Guide Price: £240,000 - £260,000 (+Fees)

79 Mere Green Road, Sutton Coldfield, West Midlands, B75 5BY



#### Property Description:

A two-storey terraced house of brick construction, surmounted by a pitched tile clad roof, offering well laid out accommodation, set back from the road behind a block paved forecourt providing off-road car parking and benefitting from UPVC double glazed windows, gas fired central heating, loft conversion and long rear garden. The property forms part of the highly regarded and sought after Sutton Coldfield Village of Mere Green and within less than half a mile from Mere Green Town Centre which contains a wide range of retail amenities, supermarkets, bars and restaurants. Sutton Coldfield Town Centre lies within approximately two miles to the south.

#### Accommodation:

##### Ground Floor

Porch, Front Reception Room: 3.7m x 4.7m, with large bay window and feature fireplace, Rear Reception Room: 3.71m x 3.62m, with store cupboard, Kitchen: 3.72m x 2.33m, with extensive range of wooden panelled units and integrated appliances, Utility Room: 2.51m x 2m,

##### First Floor

Stairs and Landing, Bedroom One: 3.71m x 3.49m, Bedroom Two: 3.5m x 2.68m (max.),

Bathroom: 3.5m x 2.44m, with bath having shower attachment, pedestal wash basin and wc. Stairs to Loft Room: 4.77m x 3.73m (restricted height at eaves).

#### Outside:

**Front:** Blocked paved forecourt providing off-road parking, shared pedestrian entry access to rear.

**Rear:** Covered side yard/store. yard and extremely long garden with patio, pond, greenhouse, garden area and vegetable plot.

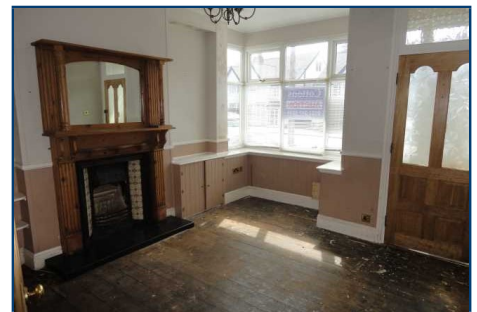
**Harveys**  
of MERE GREEN



This plan is for identification purposes only. Please refer to the Legal Pack for confirmation of the exact boundaries.

**Legal Documents:** at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:** Via Cottons - 0121 247 2233





**LOT 39**
**freehold Vacant 3 Bedroom Terraced House - Consent for Extension**

\*Guide Price: £180,000 - £200,000 (+Fees)

**20 Clarendon Road, Four Oaks, Sutton Coldfield, West Midlands B75 5JY**
**Property Description:**

A mid-terraced house of two-storey brick construction, surmounted by a pitched tile clad roof providing well laid out accommodation benefitting from gas fired central heating, three bedrooms, off-road car parking and large rear garden but requiring complete repair and refurbishment throughout.

The property is situated in the popular Four Oaks area forming part of an established residential estate and Clarendon Road leads off Grange Lane which, in turn, leads off Little Sutton Road, providing direct access to a wide range of retail shops, restaurants and amenities located at Mere Green Village Centre.

**Planning**

Planning consent was granted by Birmingham City Council on 23/09/2021 (Ref: 2021/07227/PA) for the Erection of a 6m deep metre single storey rear extension. The extension substantially increases the ground floor living accommodation. A copy of the plans etc are available on Birmingham Council website.

**Accommodation:**
**Ground Floor**

Entrance Hall, Lounge: 12.08 sq m with bay window, Rear Reception Room: 15.27 sq m with pantry. Lean-to Kitchen Extension (not accessed): 11.54 sq m approx.

**First Floor**

Stairs and Landing, Bedroom One (Double): 9.32 sq m, Bedroom Two (Double): 9.45 sq m, Bedroom Three (Single): 5.9 sq m, Bathroom with bath, wash basin and wc.

**Outside:**

**Front:** Lawned foregarden and driveway providing off-road parking, shared pedestrian entry access to rear.

**Rear:** Long partly lawned garden.

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:** Via Cottons - 0121 247 2233

**Note:** All parties viewing the property must do so with upmost caution. No access will be available to the Rear Reception Room or Kitchen, due to unsafe flooring.


**LOT 40**
**Freehold Vacant Possession (1 Bedroom Coach House)**

\*Guide Price: £52,000 - £58,000 (+Fees)

**1 The Coach House, 6 Regent Street, Willenhall, West Midlands WV13 1DJ**
**Property Description:**

A self contained residential unit that forms part of a former Coach House, the unit benefits from having secure gated access and an open plan Lounge/Kitchen, separate bedroom and Shower room. Regent Street is located off Granville Street which in turn is found off Bloxwich Road South.

**Accommodation:**
**Ground Floor**

Lounge/Kitchen, Bedroom and Shower room having Shower cubicle, wash basin and WC

**Outside:**

Communal Courtyard

Legal Documents – Available at

[www.cottons.co.uk](http://www.cottons.co.uk)

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**LOT 41**
**Freehold Vacant 5 Bedroom Cottage with Potential in Popular Village**

\*Guide Price: £200,000 - £225,000 (+Fees)

**Ivy Bank House 152 Main Road, Baxterley, Atherstone, Warwickshire, CV9 2LG**

**Property Description:**

A substantial double fronted, end terraced cottage of two-storey rendered brick construction, surmounted by a pitched tile clad roof providing extensive and well laid out accommodation benefitting from three reception rooms, five bedrooms with stairs to the loft providing potential for further bedroom accommodation. In addition the property benefits from potential for off-road car parking and a long rear garden, however does require refurbishment and modernisation throughout.

The property fronts Main Road overlooking public open space and forms part of the highly regarded North Warwickshire Village of Baxterley which contains a picturesque Country Pub, The Rose Inn, which is within 100 metres and located approximately two miles to the west of the Market Town of Atherstone, three miles to the south east of the M42 Motorway (Junction 10).

**Accommodation:**
**Ground Floor**

Entrance Hall, Reception Hall, Right Hand Reception Room: 4.2m x 3.92m, Lobby to Left Hand Reception Room: 4.55m x 5.08m, Cloakroom with Rear Entrance, wc and wash basin, Dining Room: 5.08m x 3.15m with understairs storage, Kitchen: 4.3m x 2.71m, with oil-fired triple Aga Stove.

**First Floor**

Stairs and Landing, Store Room: 1.76m x 1.27m, Bedroom One: 3.48m x 2.68m, Bedroom Two: 3.5m x 2.38m, Bedroom Three: 4.53m x 3.44m, Bedroom Four: 3.18m x 2.69m with wash basin, Bedroom Five: 4.14m x 3.16m,

Bathroom: 4.2m x 2.7m with bath, wash basin & wc.

**Loft Area:**

Stair Access to loft providing potential for further bedrooms.

**Outside:**

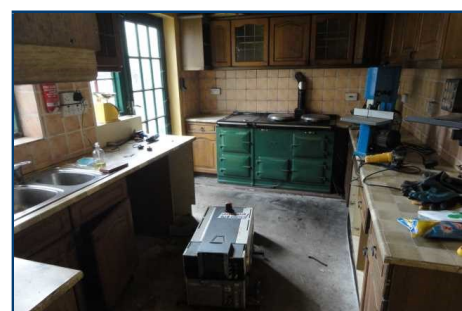
**Side:** Potential for car parking space to side.

**Rear:** Long garden with yard, brick store and garden abutting open countryside.

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:** Via Cottons - 0121 247 2233





**LOT 42**

**Freehold Vacant Extended Four Bedroom Semi-Detached House**

\*Guide Price: £150,000 - £160,000 (+Fees)

**10 Freville Close, Tamworth, Staffordshire, B79 7EP**



**Property Description:**

A two-storey semi-detached house surmounted by a pitched tile clad roof, offered For Sale in a modern and presentable condition having been extended to provide well-laid out living accommodation and four generous bedrooms and benefitting from gas fired central heating (replacement boiler in 2018), majority UPVC double glazed windows, off-road parking and low maintenance rear garden. Freville Close comprises of a cul-de-sac which leads directly off Ludgate, forming part of a popular residential area, conveniently located within approximately three quarters of a mile from Tamworth Railway Station and within half a mile from Tamworth Town Centre, which provides access to a variety of retail amenities and services.

**Accommodation:**

**Ground Floor**

Porch, Reception Hall, Through Lounge: 7.34m x 3.27m, Kitchen: 3.19m x 2.29m with range of fitted units, Dining Room: 2.69m x 1.96m, Utility/Lobby Area: 2.16m x 1.66m, Integral Garage: 3.87m x 2.2m.

**First Floor**

Stairs and Landing, Bedroom One: 3.43m x 3.26m, Bedroom Two: 3.79m x 2.52m,

Bedroom Three: 2.31m x 1.73m plus 3.28m x 2.29m, Bedroom Four: 3.35m x 2.01m, Bathroom; 2.41m x 1.7m with panel bath, glazed shower enclosure, pedestal wash basin and wc.

**Outside:**

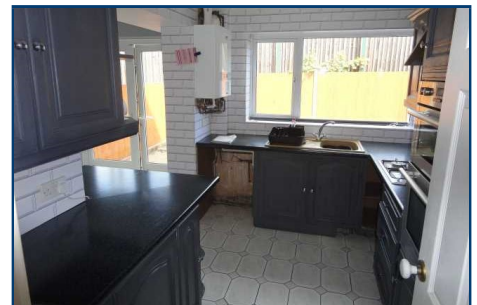
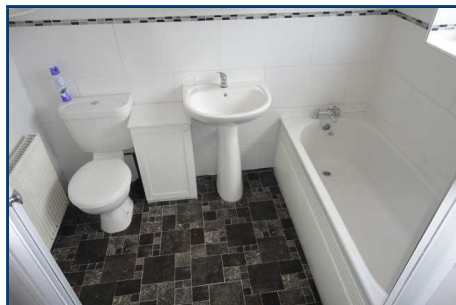
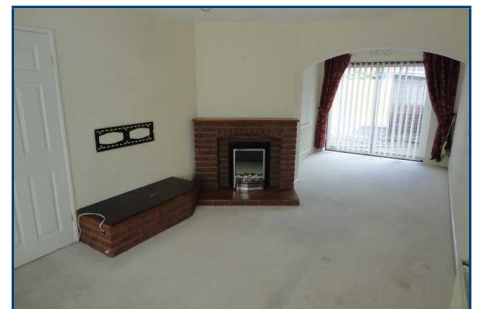
**Front:** Lawned foregarden and block paved driveway, providing off-road parking.

**Rear:** Low maintenance garden with blocked paved patio, shale garden and a decked area.

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:** Via Cottons - 0121 247 2233





**LOT 43**
**Freehold Vacant Mid-Terraced House with Two Bedrooms and Garage**

\*Guide Price: £80,000 - £87,000 (+Fees)

**31 Achilles Close, Walsall, West Midlands WS6 6JW**
**Property Description:**

A two-storey mid-terraced house of cross-wall construction, surmounted by a pitched tile clad roof and set back from the road behind a foregarden. The property benefits from two bedrooms, part UPVC double glazed windows and garage but requires refurbishment and modernisation throughout.

Achilles Close comprises of a cul-de-sac and contains a resident's car parking area and is located off Ramillies Crescent, which leads off Anson Road. The property is located approximately five miles to the north of Walsall Town Centre, four miles to the south of Cannock Town Centre and two miles from the M6 Toll Motorway.

**Ground Floor**

Porch, Reception Hall, Kitchen: 3.53m x 1.79m, Lounge/Dining Room: 4.60m x 3.62m.

**First Floor**

Stairs and Landing, Bedroom One (Double): 2.80m x 2.66m (min), Bedroom Two (Double): 3.61m x 3.17m, Bathroom: 2.04m x 1.67m with bath, wash basin and wc.

**Outside:**

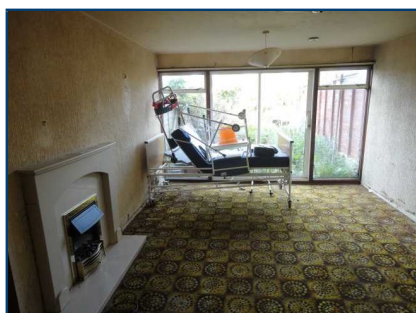
**Front:** Gravelled foregarden.

**Rear:** Partly paved garden with pedestrian access to shared yard containing a lock-up garage.

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:** Via Cottons - 0121 247 2233


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## Sale Memorandum

Date

Name and address of **seller**

Name and address of **buyer**

The **lot**

The **price** (excluding any **VAT**)

Deposit paid

The **seller** agrees to sell and the **buyer** agrees to buy the **lot** for the **price**. This agreement is subject to the **conditions** so far as they apply to the **lot**.

We acknowledge receipt of the deposit

Signed by the **buyer**

Signed by us as agent for the **seller**

The **buyer's** conveyancer is

Name

Address

Contact



# Common Auction Conditions for Auction of Real Estate in England & Wales

## 4th Edition

The Common Auction Conditions have been produced for real estate auctions in England and Wales to set a common standard across the industry. They are in three sections:

### Glossary

The glossary gives special meanings to certain words used in both sets of conditions.

### Auction Conduct Conditions

The Auction Conduct Conditions govern the relationship between the auctioneer and anyone who has a catalogue, or who attends or bids at the auction. They cannot be changed without the auctioneer's agreement. We recommend that these conditions are set out in a two-part notice to bidders in the auction catalogue, part one containing advisory material — which auctioneers can tailor to their needs — and part two the auction conduct conditions.

### Sale Conditions

The Sale Conditions govern the agreement between each seller and buyer. They include general conditions of sale and template forms of special conditions of sale, tenancy and arrears schedules and a sale memorandum.

This glossary applies to the **auction conduct conditions** and the **sale conditions**.

Wherever it makes sense:

- singular words can be read as plurals, and plurals as singular words;
- a person includes a corporate body;
- words of one gender include the other genders;
- references to legislation are to that legislation as it may have been modified or re-enacted by the date of the **auction** or the **contract date** (as applicable); and
- where the following words printed in bold black type appear in bold blue type they have the specified meanings.

### Actual completion date

The date when **completion** takes place or is treated as taking place for the purposes of apportionment and calculating interest.

### Addendum

An amendment or addition to the **conditions** or to the **particulars** or to both whether contained in a supplement to the **catalogue**, a written notice from the **auctioneers** or an oral announcement at the **auction**.

### Agreed completion date

Subject to **condition** 69.3:

- (a) the date specified in the **special condition**; or
- (b) if no date is specified, 20 **business days** after the **contract date**; but if that date is not a **business day** the first subsequent **business day**.

### Approved financial institution

Any bank or building society that has signed up to the Banking Code or Business Banking Code or is otherwise acceptable to the **auctioneers**.

### Arrears

Arrears of rent and other sums due under the **tenancies** and still outstanding on the **actual completion date**.

### Arrears schedule

The arrears schedule (if any) forming part of the **special conditions**.

### Auction

The auction advertised in the **catalogue**.

### Auction conduct conditions

The conditions so headed, including any extra auction conduct conditions.

### Auctioneers

The auctioneers at the **auction**.

### Business day

Any day except (a) a Saturday or a Sunday; (b) a bank holiday in England and Wales; or (c) Good Friday or Christmas Day.

### Buyer

The person who agrees to buy the **lot** or, if applicable, that person's personal representatives: if two or more are jointly the **buyer** their obligations can be enforced against them jointly or against each of them separately.

### Catalogue

The catalogue to which the **conditions** refer including any supplement to it.

### Completion

Unless otherwise agreed between **seller** and **buyer** (or their conveyancers) the occasion when both **seller** and **buyer** have complied with their obligations under the **contract** and the balance of the **price** is unconditionally received in the **seller's** conveyancer's client account.

### Condition

One of the **auction conduct conditions** or **sales conditions**.

### Contract

The contract by which the **seller** agrees to sell and the **buyer** agrees to buy the **lot**.

### Contract date

The date of the **auction** or, if the **lot** is not sold at the **auction**:

- (a) the date of the **sale memorandum** signed by both the **seller** and **buyer**; or
- (b) if contracts are exchanged, the date of exchange. If exchange is not effected in person or by an irrevocable agreement to exchange made by telephone, fax or electronic mail the date of exchange is the date on which both parts have been signed and posted or otherwise placed beyond normal retrieval.

### Documents

Documents of title (including, if title is registered, the entries on the register and the title plan) and other documents listed or referred to in the **special conditions** relating to the **lot**.

### Financial charge

A charge to secure a loan or other financial indebtedness (not including a rent charge).

### General conditions

That part of the **sale conditions** so headed, including any extra general conditions.

### Interest rate

If not specified in the **special conditions**, 4% above the base rate from time to time of Barclays Bank plc. (The **interest rate** will also apply to judgment debts, if applicable.)

### Lot

Each separate property described in the **catalogue** or (as the case may be) the property that the **seller** has agreed to sell and the **buyer** to buy (including **chattels**, if any).

### Old arrears

**Arrears** due under any of the **tenancies** that are not new tenancies as defined by the Landlord and Tenant (Covenants) Act 1995.

### Particulars

The section of the **catalogue** that contains descriptions of each **lot** (as varied by any **addendum**).

### Practitioner

An insolvency practitioner for the purposes of the Insolvency Act 1986 (or, in relation to jurisdictions outside the United Kingdom, any similar official).

### Price

The price that the **buyer** agrees to pay for the **lot**.

### Ready to complete

Ready, willing and able to complete: if **completion** would enable the **seller** to discharge all **financial charges** secured on the **lot** that have to be discharged by **completion**, then those outstanding financial charges do not prevent the **seller** from being **ready to complete**.

### Sale conditions

The **general conditions** as varied by any **special conditions** or **addendum**.

### Sale memorandum

The form so headed (whether or not set out in the **catalogue**) in which the terms of the **contract** for the sale of the **lot** are recorded.

### Seller

The person selling the **lot**. If two or more are jointly the **seller** their obligations can be enforced against them jointly or against each of them separately.

### Special conditions

Those of the **sale conditions** so headed that relate to the **lot**.

### Tenancies

Tenancies, leases, licences to occupy and agreements for lease and any documents varying or supplemental to them.

### Tenancy schedule

The tenancy schedule (if any) forming part of the **special conditions**.

### Transfer

Transfer includes a conveyance or assignment (and to transfer includes to convey or to assign).

### TUPE

The Transfer of Undertakings (Protection of Employment) Regulations 2006.

### VAT

Value Added Tax or other tax of a similar nature.

### VAT option

An option to tax.

**We** (and **us** and **our**) The **auctioneers**.

**Your** (and **your**)

Someone who has a copy of the **catalogue** or who attends or bids at the **auction**, whether or not a **buyer**.

## Auction conduct conditions

### A1 Introduction

A1.1 Words in bold blue type have special meanings, which are defined in the Glossary.

A1.2 The **catalogue** is issued only on the basis that **you** accept these **auction conduct conditions**. They govern **our** relationship with **you** and cannot be disappled or varied by the **sale conditions** (even by a **condition** purporting to replace the whole of the Common Auction Conditions). They can be varied only if **we** agree.

### A2 Our role

A2.1 As agents for each **seller** we have authority to:

- (a) prepare the **catalogue** from information supplied by or on behalf of each **seller**;
- (b) offer each **lot** for sale;
- (c) sell each **lot**;
- (d) receive and hold deposits;
- (e) sign each **sale memorandum**; and
- (f) treat a **contract** as repudiated if the **buyer** fails to sign a **sale memorandum** or pay a deposit as required by these **auction conduct conditions**.

A2.2 **Our** decision on the conduct of the **auction** is final.

A2.3 **We** may cancel the **auction**, or alter the order in which **lots** are offered for sale. **We** may also combine or divide **lots**. A **lot** may be sold or withdrawn from sale prior to the **auction**.

A2.4 **You** acknowledge that to the extent permitted by law **we owe you** no duty of care and **you** have no claim against **us** for any loss.

### A3 Bidding and reserve prices

A3.1 All bids are to be made in pounds sterling exclusive of any applicable VAT.

A3.2 **We** may refuse to accept a bid. **We** do not have to explain why.

A3.3 If there is a dispute over bidding **we** are entitled to resolve it, and **our** decision is final.

A3.4 Unless stated otherwise each **lot** is subject to a reserve price (which may be fixed just before the **lot** is offered for sale). If no bid equals or exceeds that reserve price the **lot** will be withdrawn from the **auction**.

A3.5 Where there is a reserve price the **seller** may bid (or ask **us** or another agent to bid on the **seller's** behalf) up to the reserve price but may not make a bid equal to or exceeding the reserve price. **You** accept that it is possible that all bids up to the reserve price are bids made by or on behalf of the **seller**.

A3.6 Where a guide price (or range of prices) is given that guide is the minimum price at which, or range of prices within which, the **seller** might be prepared to sell at the date of the guide price. But guide prices may change. The last published guide price will normally be at or above any reserve price, but not always — as the **seller** may fix the final reserve price just before bidding commences.

### A4 The particulars and other information

A4.1 **We** have taken reasonable care to prepare **particulars** that correctly describe each **lot**. The **particulars** are based on information supplied by or on behalf of the **seller**. **You** need to check that the information in the **particulars** is correct.

A4.2 If the **special conditions** do not contain a description of the **lot**, or simply refer to the relevant **lot** number, you take the risk that the description contained in the **particulars** is incomplete or inaccurate, as the **particulars** have not been prepared by a conveyancer and are not intended to form part of a legal contract.

A4.3 The **particulars** and the **sale conditions** may change prior to the **auction** and it is **your** responsibility to check that **you** have the correct versions.

A4.4 If **we** provide information, or a copy of a document, provided by others **we** do so only on the basis that **we** are not responsible for the accuracy of that information or document.

### A5 The contract

A5.1 A successful bid is one **we** accept as such (normally on the fall of the hammer). This **condition** A5 applies to **you** if **you** make the successful bid for a **lot**.

A5.2 **You** are obliged to buy the **lot** on the terms of the **sale memorandum** at the **price you** bid plus VAT (if applicable).

A5.3 **You** must before leaving the **auction**:

- (a) provide all information **we** reasonably need from **you** to enable us to complete the **sale memorandum** (including proof of your identity if required by **us**);
- (b) sign the completed **sale memorandum**; and
- (c) pay the deposit.

A5.4 If **you** do not **we** may either:

(a) as agent for the **seller** treat that failure as **your** repudiation of the **contract** and offer the **lot** for sale again: the **seller** may then have a claim against **you** for breach of contract; or

(b) sign the **sale memorandum** on **your** behalf.

A5.5 The deposit:

(a) is to be held as stakeholder where **VAT** would be chargeable on the deposit were it to be held as agent for the **seller**, but otherwise is to be held as stated in the **sale conditions**; and

(b) must be paid in pounds sterling by cheque or by bankers' draft made payable to **us** on an **approved financial institution**. The extra auction conduct conditions may state if **we** accept any other form of payment.

**A5.6 We** may retain the **sale memorandum** signed by or on behalf of the **seller** until the deposit has been received in cleared funds.

**A5.7 If the buyer** does not comply with its obligations under the **contract** then:

(a) **you** are personally liable to buy the **lot** even if **you** are acting as an agent; and

(b) **you** must indemnify the **seller** in respect of any loss the **seller** incurs as a result of the **buyer's** default.

**A5.8 Where the buyer** is a company **you** warrant that the **buyer** is properly constituted and able to buy the **lot**.

**A6 Extra Auction Conduct Conditions**

**A6.1** Despite any **special condition** to the contrary the minimum deposit **we** accept is £2000 (or the total **price**, if less). A **special condition** may, however, require a higher minimum deposit.

**A6.2** The deposit will be held by the **auctioneers** as agents for the **seller** unless the sale is subject to **VAT** when it will be held as stakeholder.

**Words in bold blue type have special meanings, which are defined in the Glossary.**

The **general conditions** (including any extra general conditions) apply to the **contract** except to the extent that they are varied by **special conditions** or by an **addendum**.

**G1. The lot**

**G1.1** The **lot** (including any rights to be granted or reserved, and any exclusions from it) is described in the **special conditions**, or if not so described the **lot** is that referred to in the **sale memorandum**.

**G1.2** The **lot** is sold subject to any **tenancies** disclosed by the **special conditions**, but otherwise with vacant possession on **completion**.

**G1.3** The **lot** is sold subject to all matters contained or referred to in the **documents**, but excluding any **financial charges**; these the **seller** must discharge on or before **completion**.

**G1.4** The **lot** is also sold subject to such of the following as may affect it, whether they arise before or after the **contract date** and whether or not they are disclosed by the **seller** or are apparent from inspection of the **lot** or from the **documents**:

(a) matters registered or capable of registration as local land charges;

(b) matters registered or capable of registration by any competent authority or under the provisions of any statute;

(c) notices, orders, demands, proposals and requirements of any competent authority;

(d) charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health;

(e) rights, easements, quasi-easements, and wayleaves;

(f) outgoing and other liabilities;

(g) any interest which overrides, within the meaning of the Land Registration Act 2002;

(h) matters that ought to be disclosed by the searches and enquiries a prudent buyer would make, whether or not the **buyer** has made them; and

(i) anything the **seller** does not and could not reasonably know about.

**G1.5** Where anything subject to which the **lot** is sold would expose the **seller** to liability the **buyer** is to comply with it and indemnify the **seller** against that liability.

**G1.6** The **seller** must notify the **buyer** of any notices, orders, demands, proposals and requirements of any competent authority of which it learns after the **contract date** but the **buyer** must comply with them and keep the **seller** indemnified.

**G1.7** The **lot** does not include any tenant's or trade fixtures or fittings.

**G1.8** Where chattels are included in the **lot** the **buyer** takes them as they are at **completion** and the **seller** is not liable if they are not fit for use.

**G1.9** The **buyer** buys with full knowledge of:

(a) the **documents**, whether or not the **buyer** has read them; and

(b) the physical condition of the **lot** and what could reasonably be discovered on inspection of it, whether or not the **buyer** has inspected it.

**G1.10** The **buyer** is not to rely on the information contained in the **particulars** but may rely on the **seller's** conveyancer's written replies to preliminary enquiries to the extent stated in those replies.

**G2. Deposit**

**G2.1** The amount of the deposit is the greater of:

(a) any minimum deposit stated in the **auction conduct conditions** (or the total **price**, if this is less than that minimum); and

(b) 10% of the **price** (exclusive of any **VAT** on the **price**).

**G2.2** The deposit

(a) must be paid in pounds sterling by cheque or banker's draft drawn on an **approved financial institution** (or by any other means of payment that the **auctioneers** may accept); and

(b) is to be held as stakeholder unless the **auction conduct conditions** provide that it is to be held as agent for the **seller**.

**G2.3** Where the **auctioneers** hold the deposit as stakeholder they are authorised to release it (and interest on it if applicable) to the **seller** on **completion** or, if **completion** does not take place, to the person entitled to it under the **sale conditions**.

**G2.4** If a cheque for all or part of the deposit is not cleared on first presentation the **seller** may treat the **contract** as at an end and bring a claim against the **buyer** for breach of contract.

**G2.5** Interest earned on the deposit belongs to the **seller** unless the **sale conditions** provide otherwise.

**G3. Between contract and completion**

**G3.1** Unless the **special conditions** state otherwise, the **seller** is to insure the **lot** from and including the **contract date** to **completion** and:

(a) produce to the **buyer** on request all relevant insurance details;

(b) pay the premiums when due;

(c) if the **buyer** so requests, and pays any additional premium, use reasonable endeavours to increase the sum insured or make other changes to the policy;

(d) at the request of the **buyer** use reasonable endeavours to have the **buyer's** interest noted on the policy if it does not cover a contracting purchaser;

(e) unless otherwise agreed, cancel the insurance at **completion**, apply for a refund of premium and (subject to the rights of any tenant or other third party) pay that refund to the **buyer**; and

(f) (subject to the rights of any tenant or other third party) hold on trust for the **buyer** any insurance payments that the **seller** receives in respect of loss or damage arising after the **contract date** or assign to the **buyer** the benefit of any claim; and the **buyer** must on **completion** reimburse to the **seller** the cost of that insurance (to the extent not already paid by the **buyer** or a tenant or other third party) for the period from and including the **contract date** to **completion**.

**G3.2** No damage to or destruction of the **lot** nor any deterioration in its condition, however caused, entitles the **buyer** to any reduction in **price**, or to delay **completion**, or to refuse to complete.

**G3.3** Section 47 of the Law of Property Act 1925 does not apply.

**G3.4** Unless the **buyer** is already lawfully in occupation of the **lot** the **buyer** has no right to enter into occupation prior to **completion**.

**G4. Title and identity**

**G4.1** Unless **condition** G4.2 applies, the **buyer** accepts the title of the **seller** to the **lot** as at the **contract date** and may raise no requisition or objection except in relation to any matter that occurs after the **contract date**.

**G4.2** If any of the **documents** is not made available before the **auction** the following provisions apply:

(a) The **buyer** may raise no requisition on or objection to any of the **documents** that is made available before the **auction**.

(b) If the **lot** is registered land the **seller** is to give to the **buyer** within five **business days** of the **contract date** an official copy of the entries on the register and title plan and, where noted on the register, of all documents subject to which the **lot** is being sold.

(c) If the **lot** is not registered land the **seller** is to give to the **buyer** within five **business days** an abstract or epitome of title starting from the root of title mentioned in the **special conditions** (or, if none is mentioned, a good root of title more than fifteen years old) and must produce to the **buyer** the original or an examined copy of every relevant **document**.

(d) If title is in the course of registration, title is to consist of certified copies of:

(i) the application for registration of title made to the land registry;

(ii) the **documents** accompanying that application;

(iii) evidence that all applicable stamp duty land tax relating to that application has been paid; and

(iv) a letter under which the **seller** or its conveyancer agrees to use all reasonable endeavours to answer any requisitions raised by the land registry and to instruct the land registry to send the completed registration documents to the **buyer**.

(e) The **buyer** has no right to object to or make requisitions on any title information more than seven **business days** after that information has been given to the **buyer**.

**G4.3** Unless otherwise stated in the **special conditions** the **seller** sells with full title guarantee except that (and the **transfer** shall so provide):

(a) the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters recorded in registers open to public inspection; these are to be treated as within the actual knowledge of the **buyer**; and

(b) the covenant set out in section 4 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any condition or tenant's obligation relating to the state or condition of the **lot** where the **lot** is leasehold property.

**G4.4** The **transfer** is to have effect as if expressly subject to all matters subject to which the **lot** is sold under the **contract**.

**G4.5** The **seller** does not have to produce, nor may the **buyer** object to or make a requisition in relation to, any prior or superior title even if it is referred to in the **documents**.

**G4.6** The **seller** (and, if relevant, the **buyer**) must produce to each other such confirmation of, or evidence of, their identity and that of their mortgagees and attorneys (if any) as is necessary for the other to be able to comply with applicable Land Registry Rules when making application for registration of the transaction to which the **conditions** apply.

**G5. Transfer**

**G5.1** Unless a form of **transfer** is prescribed by the **special conditions**:

(a) the **buyer** must supply a draft **transfer** to the **seller** at least ten **business days** before the **agreed completion date** and the engrossment (signed as a deed by the **buyer** if **condition** G5.2 applies) five **business days** before that date or (if later) two **business days** after the draft has been approved by the **seller**; and

(b) the **seller** must approve or revise the draft **transfer** within five **business days** of receiving it from the **buyer**.

**G5.2** If the **seller** remains liable in any respect in relation to the **lot** (or a **tenancy**) following **completion** the **buyer** is specifically to covenant in the **transfer** to indemnify the **seller** against that liability.

**G5.3** The **seller** cannot be required to **transfer** the **lot** to anyone other than the **buyer**, or by more than one **transfer**.

**G6. Completion**

**G6.1** **Completion** is to take place at the offices of the **seller's** conveyancer, or where the **seller** may reasonably require, on the **agreed completion date**. The **seller** can only be required to complete on a **business day** and between the hours of 0930 and 1700.

**G6.2** The amount payable on **completion** is the balance of the **price** adjusted to take account of apportionments plus (if applicable) **VAT** and interest.

**G6.3** Payment is to be made in pounds sterling and only by:

(a) direct transfer to the **seller's** conveyancer's client account; and

(b) the release of any deposit held by a stakeholder.

**G6.4** Unless the **seller** and the **buyer** otherwise agree, **completion** cannot take place until both have complied with their obligations under the **contract** and the balance of the **price** is unconditionally received in the **seller's** conveyancer's client account.

**G6.5** If **completion** takes place after 1400 hours for a reason other than the **seller's** default it is to be treated, for the purposes of apportionment and calculating interest, as if it had taken place on the next **business day**.

**G6.6** Where applicable the **contract** remains in force following **completion**.

**G7. Notice to complete**

**G7.1** The **seller** or the **buyer** may on or after the **agreed completion date** but before **completion** give the other notice to complete within ten **business days** (excluding the date on which the notice is given) making time of the essence.

**G7.2** The person giving the notice must be **ready to complete**.

**G7.3** If the **buyer** fails to comply with a notice to complete the **seller** may, without affecting any other remedy the **seller** has:

(a) terminate the **contract**;

(b) claim the deposit and any interest on it if held by a stakeholder;

(c) forfeit the deposit and any interest on it;

(d) resell the **lot**; and

(e) claim damages from the **buyer**.

**G7.4** If the **seller** fails to comply with a notice to complete the **buyer** may, without affecting any other remedy the **buyer** has:

(a) terminate the **contract**; and

(b) recover the deposit and any interest on it from the **seller** or, if applicable, a stakeholder.

**G8. If the contract is brought to an end**

If the **contract** is lawfully brought to an end:

(a) the **buyer** must return all papers to the **seller** and appoints the **seller** its agent to cancel any registration of the **contract**; and

(b) the **seller** must return the deposit and any interest on it to the **buyer** (and the **buyer** may claim it from the stakeholder, if applicable) unless the **seller** is entitled to forfeit the deposit under **condition** G7.3.

**G9. Landlord's licence**

**G9.1** Where the **lot** is or includes leasehold land and licence to assign is required this **condition** G9 applies.

**G9.2** The **contract** is conditional on that licence being obtained, by way of formal licence if that is what the landlord lawfully requires.

**G9.3** The **agreed completion date** is not to be earlier than the date five **business days** after the **seller** has given notice to the **buyer** that licence has been obtained.

**G9.4** The **seller** must:

(a) use all reasonable endeavours to obtain the licence at the **seller's** expense; and

(b) enter into any authorised guarantee agreement properly required.

**G9.5** The **buyer** must:

(a) promptly provide references and other relevant information; and

(b) comply with the landlord's lawful requirements.

**G9.6** If within three months of the **contract date** (or such longer period as the **seller** and **buyer** agree) the licence has not been obtained the **seller** or the **buyer** may (if not then in breach of any obligation under this **condition** G9) by notice to the other terminate the **contract** at any time before licence is obtained. That termination is without prejudice to the claims of either **seller** or **buyer** for breach of this **condition** G9.



## **G10. Interest and apportionments**

G10.1 If the **actual completion date** is after the **agreed completion date** for any reason other than the **seller's** default the **buyer** must pay interest at the **interest rate** on the **price** (less any deposit paid) from the **agreed completion date** up to and including the **actual completion date**.

G10.2 Subject to **condition G11** the **seller** is not obliged to apportion or account for any sum at **completion** unless the **seller** has received that sum in cleared funds. The **seller** must pay to the **buyer** after **completion** any sum to which the **buyer** is entitled that the **seller** subsequently receives in cleared funds.

G10.3 Income and outgoings are to be apportioned at **actual completion date** unless:

- (a) the **buyer** is liable to pay interest; and
- (b) the **seller** has given notice to the **buyer** at any time up to **completion** requiring apportionment on the date from which interest becomes payable by the **buyer**; in which event income and outgoings are to be apportioned on the date from which interest becomes payable by the **buyer**.

G10.4 Apportionments are to be calculated on the basis that:

- (a) the **seller** receives income and is liable for outgoings for the whole of the day on which apportionment is to be made;
- (b) annual income and expenditure accrues at an equal daily rate assuming 365 days in a year, and income and expenditure relating to some other period occurs at an equal daily rate during the period to which it relates; and
- (c) where the amount to be apportioned is not known at **completion** apportionment is to be made by reference to a reasonable estimate and further payment is to be made by **seller** or **buyer** as appropriate within five **business days** of the date when the amount is known.

## **G11. Arrears**

### **Part 1 Current rent**

G11.1 Current rent means, in respect of each of the **tenancies** subject to which the **lot** is sold, the instalment of rent and other sums payable by the tenant in advance on the most recent rent payment date on or within four months preceding **completion**.

G11.2 If on **completion** there are any **arrears** of current rent the **buyer** must pay them, whether or not details of those **arrears** are given in the **special conditions**.

G11.3 Parts 2 and 3 of this **condition G11** do not apply to **arrears** of current rent.

### **Part 2 Buyer to pay for arrears**

G11.4 Part 2 of this **condition G11** applies where the **special conditions** give details of **arrears**.

G11.5 The **buyer** is on **completion** to pay, in addition to any other money then due, an amount equal to all **arrears** of which details are set out in the **special conditions**.

G11.6 If those **arrears** are not **old arrears** the **seller** is to assign to the **buyer** all rights that the **seller** has to recover those **arrears**.

### **Part 3 Buyer not to pay for arrears**

G11.7 Part 3 of this **condition G11** applies where the **special conditions**:

- (a) so state; or
- (b) give no details of any **arrears**.

G11.8 While any **arrears** due to the **seller** remain unpaid the **buyer** must:

- (a) try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the **tenancy**;
- (b) pay them to the **seller** within five **business days** of receipt in cleared funds (plus interest at the **interest rate** calculated on a daily basis for each subsequent day's delay in payment);
- (c) on request, at the cost of the **seller**, assign to the **seller** or as the **seller** may direct the right to demand and sue for **old arrears**, such assignment to be in such form as the **seller's** conveyancer may reasonably require;
- (d) if reasonably required, allow the **seller's** conveyancer to have on loan the counterpart of any **tenancy** against an undertaking to hold it to the **buyer's** order;
- (e) not without the consent of the **seller** release any tenant or surety from liability to pay **arrears** or accept a surrender of or forfeit any **tenancy** under which **arrears** are due; and
- (f) if the **buyer** disposes of the **lot** prior to recovery of all **arrears** obtain from the **buyer's** successor in title a covenant in favour of the **seller** in similar form to part 3 of this **condition G11**.

G11.9 Where the **seller** has the right to recover **arrears** it must not without the **buyer's** written consent bring insolvency proceedings against a tenant or seek the removal of goods from the **lot**.

## **G12. Management**

G12.1 This **condition G12** applies where the **lot** is sold subject to **tenancies**.

G12.2 The **seller** is to manage the **lot** in accordance with its standard management policies pending **completion**.

G12.3 The **seller** must consult the **buyer** on all management issues that would affect the **buyer** after **completion** (such as, but not limited to, an application for licence; a rent review; a variation, surrender, agreement to surrender or proposed forfeiture of a **tenancy**; or a new tenancy or agreement to grant a new tenancy) and:

- (a) the **seller** must comply with the **buyer's** reasonable requirements unless to do so would (but for the indemnity in paragraph (c)) expose the **seller** to a liability that the **seller** would not otherwise have, in which case the **seller** may act reasonably in such a way as to avoid that liability;
- (b) if the **seller** gives the **buyer** notice of the **seller's** intended act and the **buyer** does not object within five **business days** giving reasons for the objection the **seller** may act as the **seller** intends; and
- (c) the **buyer** is to indemnify the **seller** against all loss or liability the **seller** incurs through acting as the **buyer** requires, or by reason of delay caused by the **buyer**.

## **G13. Rent deposits**

G13.1 This **condition G13** applies where the **seller** is holding or otherwise entitled to money by way of rent deposit in respect of a **tenancy**. In this **condition G13** rent deposit deed means the deed or other document under which the rent deposit is held.

G13.2 If the rent deposit is not assignable the **seller** must on **completion** hold the rent deposit on trust for the **buyer** and, subject to the terms of the rent deposit deed, comply at the cost of the **buyer** with the **buyer's** lawful instructions.

G13.3 Otherwise the **seller** must on **completion** pay and assign its interest in the rent deposit to the **buyer** under an assignment in which the **buyer** covenants with the **seller** to:

- (a) observe and perform the **seller's** covenants and conditions in the rent deposit deed and indemnify the **seller** in respect of any breach;
- (b) give notice of assignment to the tenant; and
- (c) give such direct covenant to the tenant as may be required by the rent deposit deed.

## **G14. VAT**

G14.1 Where a **sale condition** requires money to be paid or other consideration to be given, the payer must also pay any **VAT** that is chargeable on that money or consideration, but only if given a valid **VAT** invoice.

G14.2 Where the **special conditions** state that no **VAT option** has been made the **seller** confirms that none has been made by it or by any company in the same **VAT** group nor will be prior to **completion**.

## **G15. Transfer as a going concern**

G15.1 Where the **special conditions** so state:

- (a) the **seller** and the **buyer** intend, and will take all practicable steps (short of an appeal) to procure, that the sale is treated as a transfer of a going concern; and
- (b) this **condition G15** applies.

G15.2 The **seller** confirms that the **seller**

- (a) is registered for **VAT**, either in the **seller's** name or as a member of the same **VAT** group; and
- (b) has (unless the sale is a standard-rated supply) made in relation to the **lot** a **VAT option** that remains valid and will not be revoked before **completion**.

G15.3 The **buyer** confirms that:

- (a) it is registered for **VAT**, either in the **buyer's** name or as a member of a **VAT** group;
- (b) it has made, or will make before **completion**, a **VAT option** in relation to the **lot** and will not revoke it before or within three months after **completion**;
- (c) article 5(2B) of the Value Added Tax (Special Provisions) Order 1995 does not apply to it; and
- (d) it is not buying the **lot** as a nominee for another person.

G15.4 The **buyer** is to give to the **seller** as early as possible before the **agreed completion date** evidence:

- (a) of the **buyer's** **VAT** registration;
- (b) that the **buyer** has made a **VAT option**; and
- (c) that the **VAT option** has been notified in writing to HM Revenue and Customs; and if it does not produce the relevant evidence at least two **business days** before the **agreed completion date**, **condition G14.1** applies at **completion**.

G15.5 The **buyer** confirms that after **completion** the **buyer** intends to:

- (a) retain and manage the **lot** for the **buyer's** own benefit as a continuing business as a going concern subject to and with the benefit of the **tenancies**; and
  - (b) collect the rents payable under the **tenancies** and charge **VAT** on them
- G15.6 If, after **completion**, it is found that the sale of the **lot** is not a transfer of a going concern then:
- (a) the **seller's** conveyancer is to notify the **buyer's** conveyancer of that finding and provide a **VAT** invoice in respect of the sale of the **lot**;
  - (b) the **buyer** must within five **business days** of receipt of the **VAT** invoice pay to the **seller** the **VAT** due; and
  - (c) if **VAT** is payable because the **buyer** has not complied with this **condition G15**, the **buyer** must pay and indemnify the **seller** against all costs, interest, penalties or surcharges that the **seller** incurs as a result.

## **G16. Capital allowances**

G16.1 This **condition G16** applies where the **special conditions** state that there are capital allowances available in respect of the **lot**.

G16.2 The **seller** is promptly to supply to the **buyer** all information reasonably required by the **buyer** in connection with the **buyer's** claim for capital allowances.

G16.3 The value to be attributed to those items on which capital allowances may be claimed is set out in the **special conditions**.

G16.4 The **seller** and **buyer** agree:

- (a) to make an election on **completion** under Section 198 of the Capital Allowances Act 2001 to give effect to this **condition G16**; and
- (b) to submit the value specified in the **special conditions** to HM Revenue and Customs for the purposes of their respective capital allowance computations.

## **G17. Maintenance agreements**

G17.1 The **seller** agrees to use reasonable endeavours to transfer to the **buyer**, at the **buyer's** cost, the benefit of the maintenance agreements specified in the **special conditions**.

G17.2 The **buyer** must assume, and indemnify the **seller** in respect of, all liability under such contracts from the **actual completion date**.

## **G18. Landlord and Tenant Act 1987**

G18.1 This **condition G18** applies where the sale is a relevant disposal for the purposes of part I of the Landlord and Tenant Act 1987.

G18.2 The **seller** warrants that the **seller** has complied with sections 5B and 7 of that Act and that the requisite majority of qualifying tenants has not accepted the offer.

## **G19. Sale by practitioner**

G19.1 This **condition G19** applies where the sale is by a **practitioner** either as **seller** or as agent of the **seller**.

G19.2 The **practitioner** has been duly appointed and is empowered to sell the **lot**.

G19.3 Neither the **practitioner** nor the firm or any member of the firm to which the **practitioner** belongs has any personal liability in connection with the sale or the performance of the **seller's** obligations. The **transfer** is to include a declaration excluding that personal liability.

G19.4 The **lot** is sold:

- (a) in its condition at **completion**;
- (b) for such title as the **seller** may have; and
- (c) with no title guarantee; and the **buyer** has no right to terminate the contract or any other remedy if information provided about the **lot** is inaccurate, incomplete or missing.

G19.5 Where relevant:

- (a) the **documents** must include certified copies of those under which the **practitioner** is appointed, the document of appointment and the **practitioner's** acceptance of appointment; and
- (b) the **seller** may require the **transfer** to be by the lender exercising its power of sale under the Law of Property Act 1925.

G19.6 The **buyer** understands this **condition G19** and agrees that it is fair in the circumstances of a sale by a **practitioner**.

## **G20. TUPE**

G20.1 If the **special conditions** state There are no employees to which **TUPE** applies, this is a warranty by the **seller** to this effect.

G20.2 If the **special conditions** do not state There are no employees to which **TUPE** applies the following paragraphs apply:

- (a) The **seller** must notify the **buyer** of those employees whose contracts of employment will transfer to the **buyer** on **completion** (the Transferring Employees). This notification must be given to the **buyer** not less than 14 days before **completion**.
- (b) The **buyer** confirms that it will comply with its obligations under **TUPE** and any **special conditions** in respect of the Transferring Employees.
- (c) The **buyer** and the **seller** acknowledge that pursuant and subject to **TUPE**, the contracts of employment between the Transferring Employees and the **seller** will transfer to the **buyer** on **completion**.
- (d) The **buyer** is to keep the **seller** indemnified against all liability for the Transferring Employees after **completion**.

## **G21. Environmental**

G21.1 This **condition G21** only applies where the **special conditions** so provide.

G21.2 The **seller** has made available such reports as the **seller** has as to the environmental condition of the **lot** and has given the **buyer** the opportunity to carry out investigations (whether or not the **buyer** has read those reports or carried out any investigation) and the **buyer** admits that the **price** takes into account the environmental condition of the **lot**.

G21.3 The **buyer** agrees to indemnify the **seller** in respect of all liability for or resulting from the environmental condition of the **lot**.

## **G22. Service Charge**

G22.1 This **condition G22** applies where the **lot** is sold subject to **tenancies** that include service charge provisions.

G22.2 No apportionment is to be made at **completion** in respect of service charges.

G22.3 Within two months after **completion** the **seller** must provide to the **buyer** a detailed service charge account for the service charge year current on **completion** showing:

- (a) service charge expenditure attributable to each **tenancy**;
  - (b) payments on account of service charge received from each tenant;
  - (c) any amounts due from a tenant that have not been received;
  - (d) any service charge expenditure that is not attributable to any **tenancy** and is for that reason irrecoverable.
- G22.4 In respect of each **tenancy**, if the service charge account shows that:
- (a) payments on account (whether received or still then due from a tenant) exceed attributable service charge

expenditure, the **seller** must pay to the **buyer** an amount equal to the excess when it provides the service charge account; (b) attributable service charge expenditure exceeds payments on account (whether those payments have been received or are still then due), the **buyer** must use all reasonable endeavours to recover the shortfall from the tenant at the next service charge reconciliation date and pay the amount so recovered to the **seller** within five **business days** of receipt in cleared funds; but in respect of payments on account that are still due from a tenant **condition G11 (arrears)** applies. G22.5 In respect of service charge expenditure that is not attributable to any **tenancy** the **seller** must pay the expenditure incurred in respect of the period before **actual completion date** and the **buyer** must pay the expenditure incurred in respect of the period after **actual completion date**. Any necessary monetary adjustment is to be made within five **business days** of the **seller** providing the service charge account to the **buyer**.

G22.6 If the **seller** holds any reserve or sinking fund on account of future service charge expenditure or a depreciation fund: (a) the **seller** must pay it (including any interest earned on it) to the **buyer** on **completion**; and (b) the **buyer** must covenant with the **seller** to hold it in accordance with the terms of the **tenancies** and to indemnify the **seller** if it does not do so.

#### **G23. Rent reviews**

G23.1 This **condition G23** applies where the **lot** is sold subject to a **tenancy** under which a rent review due on or before the **actual completion date** has not been agreed or determined.

G23.2 The **seller** may continue negotiations or rent review proceedings up to the **actual completion date** but may not agree the level of the revised rent or commence rent review proceedings without the written consent of the **buyer**, such consent not to be unreasonably withheld or delayed.

G23.3 Following **completion** the **buyer** must complete rent review negotiations or proceedings as soon as reasonably practicable but may not agree the level of the revised rent without the written consent of the **seller**, such consent not to be unreasonably withheld or delayed.

G23.4 The **seller** must promptly:

(a) give to the **buyer** full details of all rent review negotiations and proceedings, including copies of all correspondence and other papers; and

(b) use all reasonable endeavours to substitute the **buyer** for the **seller** in any rent review proceedings.

G23.5 The **seller** and the **buyer** are to keep each other informed of the progress of the rent review and have regard to any proposals the other makes in relation to it.

G23.6 When the rent review has been agreed or determined the **buyer** must account to the **seller** for any increased rent and interest recovered from the tenant that relates to the **seller's** period of ownership within five **business days** of receipt of cleared funds.

G23.7 If a rent review is agreed or determined before **completion** but the increased rent and any interest recoverable from the tenant has not been received by **completion** the increased rent and any interest recoverable is to be treated as **arrears**.

G23.8 The **seller** and the **buyer** are to bear their own costs in relation to rent review negotiations and proceedings.

#### **G24. Tenancy renewals**

G24.1 This **condition G24** applies where the tenant under a **tenancy** has the right to remain in occupation under part II of the Landlord and Tenant Act 1954 (as amended) and references to notices and proceedings are to notices and proceedings under that Act.

G24.2 Where practicable, without exposing the **seller** to liability or penalty, the **seller** must not without the written consent of the **buyer** (which the **buyer** must not unreasonably withhold or delay) serve or respond to any notice or begin or continue any proceedings.

G24.3 If the **seller** receives a notice the **seller** must send a copy to the **buyer** within five **business days** and act as the **buyer** reasonably directs in relation to it.

G24.4 Following **completion** the **buyer** must:

(a) with the co-operation of the **seller** take immediate steps to substitute itself as a party to any proceedings;

(b) use all reasonable endeavours to conclude any proceedings or negotiations for the renewal of the **tenancy** and the determination of any interim rent as soon as reasonably practicable at the best rent or rents reasonably obtainable; and (c) if any increased rent is recovered from the tenant (whether as interim rent or under the renewed **tenancy**) account to the **seller** for the part of that increase that relates to the **seller's** period of ownership of the **lot** within five **business days** of receipt of cleared funds.

G24.5 The **seller** and the **buyer** are to bear their own costs in relation to the renewal of the **tenancy** and any proceedings relating to this.

#### **G25. Warranties**

G25.1 Available warranties are listed in the **special conditions**.

G25.2 Where a warranty is assignable the **seller** must:

(a) on **completion** assign it to the **buyer** and give notice of assignment to the person who gave the warranty; and (b) apply for (and the **seller** and the **buyer** must use all reasonable endeavours to obtain) any consent to assign that is required. If consent has not been obtained by **completion** the warranty must be assigned within five **business days** after the consent has been obtained.

G25.3 If a warranty is not assignable the **seller** must after **completion**:

(a) hold the warranty on trust for the **buyer**; and

(b) at the **buyer's** cost comply with such of the lawful instructions of the **buyer** in relation to the warranty as do not place

the **seller** in breach of its terms or expose the **seller** to any liability or penalty.

#### **G26. No assignment**

The **buyer** must not assign, mortgage or otherwise transfer or part with the whole or any part of the **buyer's** interest under this **contract**.

#### **G27. Registration at the Land Registry**

G27.1 This **condition G27.1** applies where the **lot** is leasehold and its sale either triggers first registration or is a registrable disposition. The **buyer** must at its own expense and as soon as practicable:

(a) procure that it becomes registered at Land Registry as proprietor of the **lot**;

(b) procure that all rights granted and reserved by the lease under which the **lot** is held are properly noted against the affected titles; and

(c) provide the **seller** with an official copy of the register relating to such lease showing itself registered as proprietor.

G27.2 This **condition G27.2** applies where the **lot** comprises part of a registered title. The **buyer** must at its own expense and as soon as practicable:

(a) apply for registration of the **transfer**;

(b) provide the **seller** with an official copy and title plan for the **buyer's** new title; and

(c) join in any representations the **seller** may properly make to Land Registry relating to the application.

#### **G28. Notices and other communications**

G28.1 All communications, including notices, must be in writing. Communication to or by the **seller** or the **buyer** may be given to or by their conveyancers.

G28.2 A communication may be relied on if: (a) delivered by hand; or

(b) made electronically and personally acknowledged (automatic acknowledgement does not count); or

(c) there is proof that it was sent to the address of the person to whom it is to be given (as specified in the **sale memorandum**) by a postal service that offers normally to deliver mail the next following **business day**.

G28.3 A communication is to be treated as received: (a) when delivered, if delivered by hand; or

(b) when personally acknowledged, if made electronically; but if delivered or made after 1700 hours on a **business day** a communication is to be treated as received on the next **business day**.

G28.4 A communication sent by a postal service that offers normally to deliver mail the next following **business day** will be treated as received on the second **business day** after it has been posted.

G29. **Contracts (Rights of Third Parties) Act 1999** No one is intended to have any benefit under the **contract** pursuant to the **Contract (Rights of Third Parties) Act 1999**.

#### **G30. Extra General Conditions**

G30.1 If a cheque for all or part of the deposit is not cleared on first presentation, the **auctioneers** are under no obligation to re-present the cheque, but should they do so (at their sole discretion) then the **buyer** will pay to the **auctioneers** a fee of £100 plus VAT, such payment being due whether or not the cheque ultimately clears.

G30.2 Vacant possession of the **lot** shall be given to the **buyer** on **completion** except where stated in the **special conditions**. The **buyer** accepts that vacant possession of the whole or any part of the **lot** offered with vacant possession notwithstanding that:

(a) there may be furniture fittings or effects remaining at the **lot** in which case the **buyer** shall not be entitled to require the removal of such items or delay **completion** on the grounds that the existence of such items does not constitute vacant possession, and

(b) that all or part of the **lot** whether comprising a house, part of a house, flat or flats may not legally be used for immediate residential occupation.

G30.3 The **buyer** will pay to the **auctioneers** a Buyers Administration Fee of £600 inclusive of VAT (£300 for transactions of less than £10,000). If for any reason this sum is not paid on exchange of contracts then it will be payable to the **seller's** solicitors on **completion** in addition to the purchase **price**.

G30.4 Any description of the **lot** which includes reference to its use does not imply or warrant that it may be legally used for that purpose.

G30.5 If the **buyer** is unable to provide adequate means of identification in the auction room either for himself or for the contractual **buyer** (if this is different) the **auctioneers** may retain the **sale memorandum** signed by or on behalf of the **seller** until such identification is produced and in the absence of its production may (as agents for the **seller**) treat this as the **buyers** repudiation of the **contract** and re-offer the **lot** for sale.

G30.6 The **auctioneers** shall be under no financial liability in respect of any matters arising out of the **auction** or the **particulars** of any **lot** or any of the **conditions** relating to any **lot**. No claims shall be made against the **auctioneers** by the **buyer** in respect of any loss or damage or claim actually or allegedly suffered by or made against the **buyer** by reason of the **buyer** entering into the **contract**.

G30.7 The **auctioneers** have undertaken their best endeavours to satisfy themselves as to the bone fides of the **seller** and that he is the beneficial owner but we give no warranty.

**A full copy of the Common Auction Conditions including the Glossary can be found at:**  
**[www.rics.org/commonauctionconditions](http://www.rics.org/commonauctionconditions)**

## **LEGAL PACKS**

Once you have successfully bid for a property you have become the legal purchaser and are duty bound to complete within the contractual time scale.

It is therefore your responsibility to consult your legal advisor and to have inspected the legal documentation which has been prepared for each lot by the vendor's solicitors prior to the Auction.

The Legal Pack is available at the Auctioneers offices and website during the marketing period and in the auction room on the sale day. By bidding you are deemed by the Auctioneers to have satisfied yourself in respect of all matters relating to that property.

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